
State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

Filing at a Glance

Company:	Pacific Life Insurance Company
Product Name:	Riders
State:	Arkansas
TOI:	A03I Individual Annuities - Deferred Variable
Sub-TOI:	A03I.002 Flexible Premium
Filing Type:	Form
Date Submitted:	01/08/2013
SERFF Tr Num:	PACL-128824133
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	20-1254
Implementation	On Approval
Date Requested:	
Author(s):	Maysy Novak, Brian Deleget, Craig Hopkins
Reviewer(s):	Linda Bird (primary)
Disposition Date:	01/22/2013
Disposition Status:	Approved-Closed
Implementation Date:	

State Filing Description:

State: Arkansas
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Riders
Project Name/Number: Riders/20-1254

Filing Company: Pacific Life Insurance Company

General Information

Project Name: Riders
Project Number: 20-1254
Requested Filing Mode:
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Deemer Date:
Submitted By: Craig Hopkins
Filing Description:

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: We are not filing in Nebraska, our state of domicile is part of the IIPRC.
Market Type: Individual
Individual Market Type:
Filing Status Changed: 01/22/2013
State Status Changed: 01/22/2013
Created By: Maysy Novak
Corresponding Filing Tracking Number:

January 8, 2013 NAIC: 67466
FEIN: 95-107900

To the State Insurance Department:

We are submitting the following variable annuity rider forms for approval:

Form Number Form Description

20-1256 Guaranteed Withdrawal Benefit XII Rider – Single Life
20-1257 Guaranteed Withdrawal Benefit XII Rider – Joint Life
20-1258 Guaranteed Withdrawal Benefit X Rider – Single Life
20-1259 Guaranteed Withdrawal Benefit X Rider – Joint Life
20-1260 Guaranteed Withdrawal Benefit XI Rider – Single Life
20-1261 Guaranteed Withdrawal Benefit XI Rider – Joint Life
20-1263 Guaranteed Withdrawal Benefit XIII Rider
20-1254 Guaranteed Minimum Accumulation Benefit Rider
20-1255 Guaranteed Minimum Accumulation Benefit Rider

The forms submitted are new and do not replace any previously approved forms.

Guaranteed Withdrawal Benefit XII Riders (Form 20-1256 and 20-1257)

Summary of Rider Benefits

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates. The numerical percentage used to calculate the Protected Payment Amount will be as shown in the rider.

Eligibility

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Riders
Project Name/Number: Riders/20-1254

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- (a) the age of each Annuitant is: (i) 85 years or younger on the date of purchase; and (ii) 10 years before the Maximum Annuitization age as specified in your Contract;
- (b) the Contract is not issued as an Inherited IRA or Inherited TSA; and
- (c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Annual Charge

Currently, an annual charge for expenses related to this Rider will be deducted on a quarterly basis. The charges are detailed in the Riders and Statements of Variability.

Guaranteed Withdrawal Benefit X Riders (Form 20-1258 and 20-1259)

Summary of Rider Benefits

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates. The numerical percentage used to calculate the Protected Payment Amount will be as shown in the rider.

Eligibility

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- (a) the age of each Annuitant is: (i) 85 years or younger on the date of purchase; and (ii) 10 years before the Maximum Annuitization age as specified in your Contract;
- (b) the Contract is not issued as an Inherited IRA or Inherited TSA; and
- (c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Annual Charge

Currently, an annual charge for expenses related to this Rider will be deducted on a quarterly basis. The charges are detailed in the Riders and Statements of Variability.

Guaranteed Withdrawal Benefit XI Riders (Form 20-1260 and 20-1261)

Summary of Rider Benefits

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates.

Eligibility

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- (a) the age of each Annuitant is: (i) 85 years or younger on the date of purchase; and (ii) 10 years before the Maximum Annuitization age as specified in your Contract;
- (b) the Contract is not issued as an Inherited IRA or Inherited TSA; and
- (c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Annual Charge: Currently, an annual charge for expenses related to this Rider will be deducted on a quarterly basis. The charges are detailed in the Riders and Statements of Variability

Guaranteec Withdrawal Benefit XIII Rider (Form 20-1263)

Summary of Rider Benefits: If elected by the Owner and subject to the conditions set forth in the rider, the rider allows for withdrawals up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero.

Eligibility: This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary (if available), provided: (a) the age of each Annuitant is: (i) 85 years or younger on the date of purchase; and (ii) 10 years before the Maximum Annuitization age as specified in your Contract; and (b) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Annual Charge: Currently, an annual charge for expenses related to this Rider will be deducted on a quarterly basis. The charges are detailed in the Riders and Statements of Variability

Guaranteed Minimum Accumulation Rider (Form 20-1254)

Summary of Rider Benefits: If elected by the Owner and subject to the conditions set forth in the rider, we will increase the Contract Value to the Guaranteed Protection Amount (as determined under the Guaranteed Protection Amount provision of this Rider), if at the end of the Term, the Contract Value is less than the Guaranteed Protection Amount.

Eligibility: This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided: (a) the age of each Annuitant is: (i) 85 years or younger on the date of purchase; and (ii) 10 years before the Maximum Annuitization age as specified in your Contract; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

Annual Charge: The annual charge is deducted on a quarterly basis as long as this Rider remains in effect. The charges are detailed in the Riders and Statements of Variability.

Guaranteed Minimum Accumulation Rider (Form 20-1255)

Summary of Rider Benefits: If elected by the Owner and subject to the conditions set forth in the rider, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the Guaranteed Protection Amount provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

Although similar to form 20-1254, this rider is for use with variable annuity contracts that contain a guaranteed interest option fixed account.

Eligibility: This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided: (a) the age of each Annuitant is 85 years or younger on the date of purchase; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

Annual Charge: The annual charge is deducted on a quarterly basis as long as this Rider remains in effect. The charges are detailed in the Riders and Statements of Variability.

Statements of Variability

Bracketed items shown on the forms are subject to change. The accompanying Statements of Variability provide an explanation of the variable items applicable to these forms.

When approved, these riders will be available to new and in-force contract owners of the individual variable annuity contract forms listed below, as well as any future variable annuity contract that may be approved prospectively by the Department.

10-1252 Individual Flexible Premium Deferred Variable Annuity Contract – pending filing
10-1253 Individual Flexible Premium Deferred Variable Annuity Contract – pending filing
10-10300 Individual Flexible Premium Deferred Variable Annuity Contract
10-1107 Individual Flexible Premium Deferred Variable Annuity Contract
10-1128 Individual Flexible Premium Deferred Variable Annuity Contract
10-1130 Individual Flexible Premium Deferred Variable Annuity Contract
10-1170 Individual Flexible Premium Deferred Variable Annuity Contract
10-1185 Individual Flexible Premium Deferred Variable Annuity
10-1185-L Individual Limited Premium Deferred Variable Annuity
10-1212 Individual Flexible Premium Deferred Variable Annuity Contract
11:10-1221 Individual Flexible Premium Deferred Variable Annuity Contract
10-1225 Individual Flexible Premium Deferred Variable Annuity Contract
10-17800 Individual Flexible Premium Deferred Variable Annuity Contract
10:10-1180 Individual Flexible Premium Deferred Variable Annuity Contract
10-1100 Individual Flexible Premium Deferred Variable Annuity Contract
10-1101 Individual Flexible Premium Deferred Variable Annuity Contract
10-1108 Individual Flexible Premium Deferred Variable Annuity Contract
10-1116 Individual Flexible Premium Deferred Variable Annuity Contract
10-1136 Individual Flexible Premium Deferred Variable Annuity Contract
10-1143 Individual Flexible Premium Deferred Variable Annuity Contract
10-12600 Individual Flexible Premium Deferred Variable Annuity Contract
10-13000 Individual Flexible Premium Deferred Variable Annuity Contract
10-13100 Individual Flexible Premium Deferred Variable Annuity Contract
10-13200 Individual Flexible Premium Deferred Variable Annuity Contract
10-16700 Individual Flexible Premium Deferred Variable Annuity Contract
90-53 Individual Flexible Premium Variable Accumulation Deferred Annuity Contract
95-01 Individual Flexible Premium Variable Annuity Contract
PORT-96 Individual Flexible Premium Deferred Variable Annuity Contract

State: Arkansas
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Riders
Project Name/Number: Riders/20-1254

Filing Company: Pacific Life Insurance Company

PV9808 Individual Flexible Premium Deferred Variable Annuity Contract
PV9808-2 Individual Flexible Premium Deferred Variable Annuity Contract

The forms submitted:

- are exempt from flesch score readability requirements as they are securities subject to federal jurisdiction;
- will be filed with the Securities and Exchange Commission; and
- are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo, and adaptation to electronic media or computer printing. Any minor typographical errors identified after filing and approval will be corrected accordingly.

All required transmittals, checklists, certifications and/or filing fees are included in this submission. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction. Should you have any questions or require additional information, please call toll-free 1-800-722-2233 ext. 3835.

Sincerely,

Craig M. Hopkins
Sr. Compliance Analyst
Product Compliance
Email: craig.hopkins@pacificlife.com
800-722-2333 ext. 3835

Company and Contact

Filing Contact Information

Craig Hopkins, Sr. Compliance Analyst	Craig.Hopkins@PacificLife.com
700 Newport Center Drive	949-219-3835 [Phone]
Newport Beach , CA 92660	949-219-0579 [FAX]

Filing Company Information

Pacific Life Insurance Company	CoCode: 67466	State of Domicile: Nebraska
700 Newport Center Drive	Group Code: 709	Company Type: Annuities
Newport Beach, CA 92660-6397	Group Name:	State ID Number:
(800) 722-2333 ext. [Phone]	FEIN Number: 95-1079000	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$450.00
Retaliatory?	No

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Riders
Project Name/Number: Riders/20-1254

Fee Explanation:

Per Company: No

Company	Amount	Date Processed	Transaction #
Pacific Life Insurance Company	\$450.00	01/08/2013	66351297

SERFF Tracking #:	PACL-128824133	State Tracking #:		Company Tracking #:	20-1254
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium				
Product Name:	Riders				
Project Name/Number:	Riders/20-1254				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/22/2013	01/22/2013

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Guaranteed Minimum Accumulation Benefit Rider	Craig Hopkins	01/15/2013	01/15/2013
Form	Guaranteed Minimum Accumulation Benefit Rider	Craig Hopkins	01/15/2013	01/15/2013
Supporting Document	Life & Annuity - Acturial Memo	Craig Hopkins	01/08/2013	01/08/2013

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

Disposition

Disposition Date: 01/22/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Withdrawal Benefit XII Rider - Single Life		Yes
Form	Guaranteed Withdrawal Benefit XII Rider - Joint Life		Yes
Form	Guaranteed Withdrawal Benefit X Rider - Single Life		Yes
Form	Guaranteed Withdrawal Benefit X Rider - Joint Life		Yes
Form	Guaranteed Withdrawal Benefit XI Rider - Single Life		Yes
Form	Guaranteed Withdrawal Benefit XI Rider - Joint Life		Yes
Form	Guaranteed Withdrawal Benefit XIII Rider		Yes
Form (revised)	Guaranteed Minimum Accumulation Benefit Rider		Yes
Form	Guaranteed Minimum Accumulation Benefit Rider	Replaced	Yes
Form (revised)	Guaranteed Minimum Accumulation Benefit Rider		Yes
Form	Guaranteed Minimum Accumulation Benefit Rider	Replaced	Yes

SERFF Tracking #:

PACL-128824133

State Tracking #:

Company Tracking #:

20-1254

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: Riders

Project Name/Number: Riders/20-1254

Amendment Letter

Submitted Date: 01/15/2013

Comments:

We have replaced two of the rider forms, 20-1254 & 20-1255 because the forms originally submitted were "marked to show changes" versions. Please review these instead. Thank you, Craig Hopkins, 1-15-13.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Guaranteed Minimum Accumulation Benefit Rider	20-1254	POLA	Initial			20-1254 Generic GPA3 II.pdf	Date Submitted: 01/15/2013 By:
<i>Previous Version</i>								
1	<i>Guaranteed Minimum Accumulation Benefit Rider</i>	<i>20-1254</i>	<i>POLA</i>	<i>Initial</i>			<i>20-1254 Generic GPA3 II.pdf</i>	<i>Date Submitted: 01/08/2013 By: Craig Hopkins</i>
2	Guaranteed Minimum Accumulation Benefit Rider	20-1255	POLA	Initial			20-1255 Generic GPA3 II _Portfolios_.pdf, 20-1255 Generic GPA3 II _Portfolios_.pdf	Date Submitted: 01/15/2013 By:
<i>Previous Version</i>								
2	<i>Guaranteed Minimum Accumulation Benefit Rider</i>	<i>20-1255</i>	<i>POLA</i>	<i>Initial</i>			<i>20-1255 Generic GPA3 II _Portfolios_.pdf</i>	<i>Date Submitted: 01/08/2013 By: Craig Hopkins</i>

No Rate Schedule Items Changed.

SERFF Tracking #:	PACL-128824133	State Tracking #:		Company Tracking #:	20-1254
--------------------------	----------------	--------------------------	--	----------------------------	---------

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

No Supporting Documents Changed.

SERFF Tracking #:	PACL-128824133	State Tracking #:		Company Tracking #:	20-1254
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium				
Product Name:	Riders				
Project Name/Number:	Riders/20-1254				

Amendment Letter

Submitted Date: 01/08/2013

Comments:

One of the actuarial memoradums contained incorrect form no. references and is being replaced.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Life & Annuity - Acturial Memo
Comments:	One of the actuarial memoradums contained incorrect form no. references and is being replaced.
Attachment(s):	
02_Generic; CIA5 Select Joint Life Rider; 20-1259.pdf 02_Generic; CIA5 Select EJ Joint Life; 20-1261.pdf 02_Generic; CIA5 Select Single Life; 20-1258.pdf 02_Generic; CIA5 Select EJ Single Life; 20-1260.pdf 02_Generic; CIA Select Joint Life; 20-1257.pdf 02_Generic; CIA Select Single Life; 20-1256.pdf Generic; GPA3 II; 20-1254.pdf Generic; GPA3 II - Portfolios; 20-1255.pdf Generic; IAR II; 20-1263.pdf	
Previous Version	
Satisfied - Item:	Life & Annuity - Acturial Memo
Comments:	
Attachment(s):	
02_Generic; CIA5 Select Joint Life Rider; 20-1259.pdf 02_Generic; CIA5 Select EJ Joint Life; 20-1261.pdf 02_Generic; CIA5 Select Single Life; 20-1258.pdf 02_Generic; CIA5 Select EJ Single Life; 20-1260.pdf 02_Generic; CIA Select Joint Life; 20-1257.pdf 02_Generic; CIA Select Single Life; 20-1256.pdf Generic; GPA3 II; 20-1254.pdf Generic; GPA3 II - Portfolios; 20-1255.pdf Generic; IAR II; 20-1243.pdf	

SERFF Tracking #:

PACL-128824133

State Tracking #:

Company Tracking #:

20-1254

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: Riders

Project Name/Number: Riders/20-1254

Form Schedule

Lead Form Number: 20-1254

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Guaranteed Withdrawal Benefit XII Rider - Single Life	20-1256	POLA	Initial			20-1256 Generic CIA+_single_.pdf
2		Guaranteed Withdrawal Benefit XII Rider - Joint Life	20-1257	POLA	Initial			20-1257 Generic CIA+_joint_.pdf
3		Guaranteed Withdrawal Benefit X Rider - Single Life	20-1258	POLA	Initial			20-1258 Generic CIA5+_single_.pdf
4		Guaranteed Withdrawal Benefit X Rider - Joint Life	20-1259	POLA	Initial			20-1259 Generic CIA5+_joint_.pdf
5		Guaranteed Withdrawal Benefit XI Rider - Single Life	20-1260	POLA	Initial			20-1260 Generic CIA5+Jones _single_.pdf
6		Guaranteed Withdrawal Benefit XI Rider - Joint Life	20-1261	POLA	Initial			20-1261 Generic CIA5+Jones _joint_.pdf
7		Guaranteed Withdrawal Benefit XIII Rider	20-1263	POLA	Initial			20-1263 Generic Income Access II.pdf
8		Guaranteed Minimum Accumulation Benefit Rider	20-1254	POLA	Initial			20-1254 Generic GPA3 II.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

Lead Form Number: 20-1254								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
9		Guaranteed Minimum Accumulation Benefit Rider	20-1255	POLA	Initial			20-1255 Generic GPA3 II _Portfolios_.pdf 20-1255 Generic GPA3 II _Portfolios_.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

GUARANTEED WITHDRAWAL BENEFIT XII RIDER – SINGLE LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page		Page
Rider Specifications	2	Withdrawals to Satisfy Required Minimum	
Definition of Terms.....	3	Distribution... ..	6
Guaranteed Withdrawal Benefit XII Rider –		Depletion of Contract Value.....	6
Single Life	3	Automatic Reset	6
Rider Eligibility	4	Application of Rider Provisions.....	6
Annual Charge.....	4	Annuitization	6
Change in Annual Charge	4	Termination of Rider	7
Initial Values	4	Rider Effective Date.....	7
Subsequent Purchase Payments	5	Sample Calculations	8
Limitation on Subsequent Purchase Payments.....	5	Appendix A – Summary of Investment	
Withdrawal of Protected Payment Amount.....	5	Allocation Requirements.....	11
Withdrawals Exceeding Protected Payment			
Amount	5		
Withdrawals Taken Prior to the Lifetime			
Withdrawal Age.....	5		

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [1.00% (0.250% quarterly)]

Minimum Annual Charge: [0.20% (0.050% quarterly)]

Maximum Annual Charge: [1.00% (0.250% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	[1.00% (0.250% quarterly)]
[2.00%] to less than [4.00%]	[0.75% (0.1875% quarterly)]
[4.00%] and greater	[0.500% (0.1250% quarterly)]

* The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Maximum Age: [85]

Initial Protected Payment Base maximum without Home Office Approval: [\$1,000,000]

Lifetime Withdrawal Age: [59 ½]

Withdrawal Percentage: Determined by the age of the Designated Life at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
Before age [59 ½]	[0%]
[59 ½ and older]	[4.0%]

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions.

Designated Life – The person upon whose life the benefits of this Rider are based. The Owner/Annuitant will be the Designated Life. For non-natural owned contracts, the youngest Annuitant will be the Designated Life. The Designated Life cannot be changed.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to the applicable amount shown in the Rider Specifications multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit XII Rider – Single Life – You have purchased a Guaranteed Withdrawal Benefit XII Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets of the Protected Payment Base.

Rider Eligibility - This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the age of the Designated Life is less than or equal to the Maximum Age shown in the Rider Specifications; and
- (b) except for Non-Natural Owners, the Owner and Annuitant is the same person; and
- (c) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA; and
- (d) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Joint Owners may not purchase this Rider.

Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocation requirements in the future.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The initial Annual Charge, the Minimum Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarter will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than death of a Designated Life or when a death benefit becomes payable under the contract, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of the Designated Life, or when a death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge in the following cases:

- (a) the quarter in which the full annuitization of the Contract occurs;
- (b) beginning with the quarter after the Contract Value is zero.

Change in Annual Charge - Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Rider Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The maximum initial Protected Payment Base without Home Office approval is shown in the Rider Specifications.

Subsequent Purchase Payments – Purchase Payments accepted after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to the Lifetime Withdrawal Age (as shown in the Rider Specifications) – If a withdrawal is taken and the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- (b) Determine ratio for the proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution (“RMD”) – No adjustment will be made to the Protected Payment Base if withdrawals made under this Rider exceed the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is

for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, and further subject to the following:

- you have authorized us to calculate and make periodic distribution of the annual RMD amount for the Calendar Year required based on the payment frequency you have chosen;
- the annual RMD amount is based on the previous year-end fair market value of this Contract only; and
- no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

The Company reserves the right to modify or eliminate the **Withdrawals to Satisfy Required Minimum Distribution ("RMD")** provision if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If the Company exercises this right, we will provide notice to the Owner.

Depletion of Contract Value – If the Designated Life was greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the day of the death of the Designated Life or when a death benefit becomes payable under the Contract. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) the death benefit amount is \$0.

If the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

We will provide you with written confirmation of each automatic Reset.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Termination of Rider – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the date of the death of the Designated Life or when a Death Benefit becomes payable under the Contract;
- (c) the day the Contract is terminated in accordance with the provisions of the Contract;
- (d) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (e) the day that the Contract Value is reduced to zero as a result of a withdrawal and the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications;
- (f) the Annuity Date;
- (g) the day we are notified of a change in ownership of a non-qualified Contract, excluding
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (b) above.

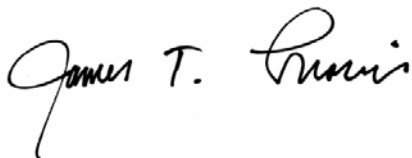
Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]


All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED WITHDRAWAL BENEFIT XII RIDER – SINGLE LIFE

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a Designated Life who has reached the Lifetime Withdrawal Age
- Withdrawal Percentage of 4%
- Automatic Resets are shown
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 4% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$8,280 (4% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$5,000	\$204,000	\$207,000	\$3,280
Beginning of Year 3			\$205,000	\$207,000	\$8,280
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$8,280 (4% x 207,000).

- An Automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$20,000	\$182,000	\$194,477	\$0
Beginning of Year 3			\$192,000	\$194,477	\$7,779
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$194,477
 - $A = \$11,720 = (\$20,000 - \$8,280)$
 - $B = 0.0605 = \$11,720 / (\$202,000 - \$8,280)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = $\$194,477 = \$207,000 \times (1 - 0.0605)$
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$194,477). The Protected Payment Base (\$194,477) remains the same and the Protected Payment Amount is reset to \$7,779 (4% x 194,477).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$194,477). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

Example 5: Withdrawal Prior to Lifetime Withdrawal Age

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a Designated Life that is under the Lifetime Withdrawal Age
- Withdrawal percentage of 5%
- Automatic resets are shown
- Investment returns are hypothetical

Contract Year	Designated Life Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	Under Lifetime Withdrawal Age	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	Under Lifetime Withdrawal Age			\$207,000	\$207,000	\$0
Beginning of Year 3	Under Lifetime Withdrawal Age			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	Under Lifetime Withdrawal Age			\$183,000	\$188,562	\$0
Activity	At Lifetime Withdrawal Age			\$178,000	\$188,562	\$7,542
Beginning of Year 5	Over Lifetime Withdrawal Age			\$185,000	\$188,562	\$7,542
Beginning of Year 6	Over Lifetime Withdrawal Age			\$215,000	\$215,000	\$8,600

- The Protected Payment Amount is equal to \$0 until the Designated Life reaches the Lifetime Withdrawal Age.
- Since the withdrawal of \$30,000 is taken prior to age the Lifetime Withdrawal Age in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$
 - $B = 0.1429 = \$30,000 / \$210,000$; $\$210,000 = \text{contract value prior to the } \$30,000 \text{ withdrawal}$
 - Protected Payment Base = $\$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - Protected Payment Base = $\$190,000 = \$220,000 - \$30,000$
 - Since \$188,562 is less than \$190,000, the Protected Payment Base is reduced to \$188,562
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value (\$183,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) remains the same. Also, the Protected Payment Amount remains at \$0 since the Designated Life has not reached the Lifetime Withdrawal Age.
- During Contract Year 4, the Designated Life attains the Lifetime Withdrawal Age. At this time, the Protected Payment Amount is set to \$7,542 ($4\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value (\$185,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) and Protected Payment Amount (\$7,542) remain the same.
- An automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$188,562). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 ($4\% \times \$215,000$).

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

GUARANTEED WITHDRAWAL BENEFIT XII RIDER – JOINT LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page		Page
Rider Specifications	2	Application of Rider Provisions	7
Definition of Terms	3	Annuitization	7
Guaranteed Withdrawal Benefit XII Rider –		Continuation of Rider if Surviving Spouse	
Joint Life	3	Continues Contract	7
Rider Eligibility	4	Ownership and Beneficiary Changes	7
Annual Charge	4	Termination of Rider	8
Change in Annual Charge	5	Rider Effective Date	8
Initial Values	5	Sample Calculations	9
Subsequent Purchase Payments	5	Appendix A – Summary of Investment	
Limitation on Subsequent Purchase Payments	5	Allocation Requirements	12
Withdrawal of Protected Payment Amount	5		
Withdrawals Exceeding Protected			
Payment Amount	6		
Withdrawals Taken Prior to the Lifetime			
Withdrawal Age	6		
Withdrawals to Satisfy Required Minimum			
Distribution (“RMD”)	6		
Depletion of Contract Value	7		
Automatic Reset	7		

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [1.50% (0.375% quarterly)]

Minimum Annual Charge: [0.40% (0.100% quarterly)]

Maximum Annual Charge: [1.50% (0.375% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	1.50% (0.375% quarterly)]
[2.00%] to less than [4.00%]	1.25% (0.312% quarterly)]
[4.00%] and greater	1.00% (0.250% quarterly)]

* The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Maximum Age: [85]

Initial Protected Payment Base maximum without Home Office Approval: [\$1,000,000]

Lifetime Withdrawal Age: [59 ½]

Withdrawal Percentage: Determined by the age of the youngest Designated Life at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
Before age 59 ½	0%
[59 ½ and older]	[4.0%]

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions.

Designated Lives (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

(a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or

(b) meet the following two conditions:

(i) remain the spouse of the other Designated Life; and

(ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the youngest Designated Life is younger than the Lifetime Withdrawal Age as shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the youngest Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to the applicable amount shown in the Rider Specifications multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Spouse – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of the deceased Owner, or the surviving spouse of the Annuitant in the case of a custodial owned IRA or TSA.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit XII Rider – Joint Life – You have purchased a Guaranteed Withdrawal Benefit XII Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets of the Protected Payment Base.

Rider Eligibility – This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
 - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
 - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is 85 years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Owner/Annuitant is a Designated Life except for custodial owned IRA or TSA; and
- (e) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocations in the future.

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The initial Annual Charge, the Minimum Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarter will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than death of the sole surviving Designated Life, we will prorate the charge. The prorated amount will be based on the Protected Payment Base

as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of death of the sole surviving Designated Life, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge in the following cases:

- (a) the quarter in which the full annuitization of the Contract occurs;
- (b) beginning with the quarter after the Contract Value is zero.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Rider Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The maximum initial Protected Payment Base without Home Office approval is shown in the Rider Specifications.

Subsequent Purchase Payments – Purchase Payments accepted after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to the Lifetime Withdrawal Age (as shown in the Rider Specifications) – If a withdrawal is taken and the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution (“RMD”) – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on the previous year-end fair market value of this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is greater than or equal to the Lifetime Withdrawal age shown in the Contract Specifications.

The Company reserves the right to modify or eliminate the **Withdrawals to Satisfy Required Minimum Distribution ("RMD")** provision if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If the Company exercises this right, we will provide notice to the Owner.

Depletion of Contract Value – If the youngest Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) the death benefit amount is \$0.

If the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

We will provide you with confirmation of each automatic reset.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on withdrawals, the deduction of quarterly charges and any future Reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only or Joint Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only or Joint Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

Ownership and Beneficiary Changes – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations and changes in marital status may adversely affect the benefits of this Rider.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

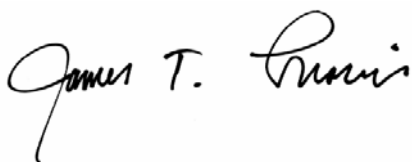
- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the date of death of all Designated Lives eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits;
- (d) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the Spousal Continuation provision;
- (e) the date of death of the first Designated Life eligible for lifetime benefits, if both Designated Lives are Joint Owners and there has been a change in marital status;
- (f) the day the Contract is terminated in accordance with the provisions of the Contract;
- (g) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (h) the Annuity Date;
- (i) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (j) the day that the Contract Value is reduced to zero as a result of a withdrawal and the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Contract Specifications.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer]



Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED WITHDRAWAL BENEFIT XII RIDER – JOINT LIFE

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life has reached the Lifetime Withdrawal Age
- Withdrawal percentage of 4%
- Automatic resets are shown
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 4% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$8,280 (4% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$5,000	\$204,000	\$207,000	\$3,280
Beginning of Year 3			\$205,000	\$207,000	\$8,280
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$8,280 (4% x 207,000).

- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$20,000	\$182,000	\$194,477	\$0
Beginning of Year 3			\$192,000	\$194,477	\$7,779
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$194,477
 - $A = \$11,720 = (\$20,000 - \$8,280)$
 - $B = 0.0605 = \$11,720 / (\$202,000 - \$8,280)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = $\$194,477 = \$207,000 \times (1 - 0.0605)$
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$194,477). The Protected Payment Base (\$194,477) remains the same and the Protected Payment Amount is reset to \$7,779 (4% x \$194,477).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$194,477). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is under the Lifetime Withdrawal Age
- Withdrawal percentage of 5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 5: Withdrawal Prior to Lifetime Withdrawal Age

Contract Year	Youngest Designated Life Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	Under Lifetime Withdrawal Age	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	Under Lifetime Withdrawal Age			\$207,000	\$207,000	\$0
Beginning of Year 3	Under Lifetime Withdrawal Age			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	Under Lifetime Withdrawal Age			\$183,000	\$188,562	\$0
Activity	At Lifetime Withdrawal Age			\$178,000	\$188,562	\$7,542
Beginning of Year 5	Over Lifetime Withdrawal Age			\$185,000	\$188,562	\$7,542
Beginning of Year 6	Over Lifetime Withdrawal Age			\$215,000	\$215,000	\$8,600

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches the Lifetime Withdrawal Age.
- Since the withdrawal of \$30,000 is taken prior to reaching the Lifetime Withdrawal Age in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$
 - $B = 0.1429 = \$30,000 / \$210,000$; $\$210,000 = \text{contract value prior to the } \$30,000 \text{ withdrawal}$
 - $\text{Protected Payment Base} = \$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - $\text{Protected Payment Base} = \$190,000 = \$220,000 - \$30,000$
 - Since \$188,562 is less than \$190,000, the Protected Payment Base is reduced to \$188,562
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value (\$183,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) remains the same. Also, the Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached the Lifetime Withdrawal Age.
- During Contract Year 4, the youngest Designated Life attains the Lifetime Withdrawal Age. At this time, the Protected Payment Amount is set to \$7,542 ($4\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value (\$185,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) and Protected Payment Amount (\$7,542) remain the same.
- An Automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$188,562). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 ($4\% \times \$215,000$).

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

GUARANTEED WITHDRAWAL BENEFIT X RIDER – SINGLE LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page		Page
Rider Specifications	2	Withdrawals to Satisfy Required Minimum	
Definition of Terms.....	3	Distribution... ..	6
Guaranteed Withdrawal Benefit X Rider –		Depletion of Contract Value.....	6
Single Life	3	Automatic Reset	6
Rider Eligibility	4	Application of Rider Provisions.....	6
Annual Charge.....	4	Annuitization	6
Change in Annual Charge	4	Termination of Rider	7
Initial Values	4	Rider Effective Date.....	7
Subsequent Purchase Payments	5	Sample Calculations	8
Limitation on Subsequent Purchase Payments.....	5	Appendix A – Summary of Investment	
Withdrawal of Protected Payment Amount.....	5	Allocation Requirements.....	11
Withdrawals Exceeding Protected Payment			
Amount	5		
Withdrawals Taken Prior to the Lifetime			
Withdrawal Age.....	5		

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.00% (0.500% quarterly)]

Minimum Annual Charge: [0.50% (0.125% quarterly)]

Maximum Annual Charge: [2.00% (0.500% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	[2.00% (0.500% quarterly)]
[2.00%] to less than [4.00%]	[1.50% (0.375% quarterly)]
[4.00%] and greater	[1.00% (0.250% quarterly)]

* The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Initial Protected Payment Base maximum without Home Office Approval: [\$1,000,000]

Maximum Age: [85]

Lifetime Withdrawal Age: [59 ½]

Withdrawal Percentage: Determined by the age of the Designated Life at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
Before age [59 ½]	[0%]
[59 ½ and older]	[5.0%]

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions.

Designated Life – The person upon whose life the benefits of this Rider are based. The Owner/Annuitant will be the Designated Life. For non-natural owned contracts, the youngest Annuitant will be the Designated Life. The Designated Life cannot be changed.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to the applicable amount shown in the Rider Specifications multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit X Rider – Single Life – You have purchased a Guaranteed Withdrawal Benefit X Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets of the Protected Payment Base.

Rider Eligibility - This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the age of the Designated Life is less than or equal to the Maximum Age shown in the Rider Specifications; and
- (b) except for Non-Natural Owners, the Owner and Annuitant is the same person; and
- (c) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA; and
- (d) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Joint Owners may not purchase this Rider.

Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocation requirements in the future.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The initial Annual Charge, the Minimum Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarter will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than death of a Designated Life or when a death benefit becomes payable under the contract, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of the Designated Life, or when a death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge in the following cases:

- (a) the quarter in which the full annuitization of the Contract occurs;
- (b) beginning with the quarter after the Contract Value is zero.

Change in Annual Charge - Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Rider Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The maximum initial Protected Payment Base without Home Office approval is shown in the Rider Specifications.

Subsequent Purchase Payments – Purchase Payments accepted after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to the Lifetime Withdrawal Age (as shown in the Rider Specifications) – If a withdrawal is taken and the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution (“RMD”) – No adjustment will be made to the Protected Payment Base if withdrawals made under this Rider exceed the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, and further subject to the following:

- you have authorized us to calculate and make periodic distribution of the annual RMD amount for the Calendar Year required based on the payment frequency you have chosen;
- the annual RMD amount is based on the previous year-end fair market value of this Contract only; and
- no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

The Company reserves the right to modify or eliminate the **Withdrawals to Satisfy Required Minimum Distribution ("RMD")** provision if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If the Company exercises this right, we will provide notice to the Owner.

Depletion of Contract Value – If the Designated Life was greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the day of the death of the Designated Life or when a death benefit becomes payable under the Contract. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) the death benefit amount is \$0.

If the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

We will provide you with written confirmation of each Automatic Reset.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Termination of Rider – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the date of the death of the Designated Life or when a Death Benefit becomes payable under the Contract;
- (c) the day the Contract is terminated in accordance with the provisions of the Contract;
- (d) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (e) the day that the Contract Value is reduced to zero as a result of a withdrawal and the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications;
- (f) the Annuity Date;
- (g) the day we are notified of a change in ownership of a non-qualified Contract, excluding
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (b) above.

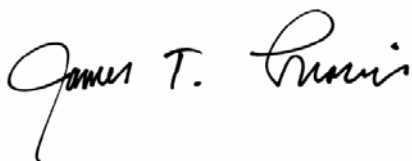
Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED WITHDRAWAL BENEFIT X RIDER – SINGLE LIFE

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a Designated Life who has reached the Lifetime Withdrawal Age
- Withdrawal percentage is 5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$202,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$10,350

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 5% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$10,350 (5% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$202,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$10,350
Activity		\$5,000	\$204,000	\$207,000	\$5,350
Beginning of Year 3			\$205,000	\$207,000	\$10,350
Beginning of Year 4			\$215,000	\$215,000	\$10,750

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$10,350 (5% x 207,000).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$10,750 (5% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$202,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$10,350
Activity		\$20,000	\$182,000	\$196,567	\$0
Beginning of Year 3			\$192,000	\$196,567	\$9,828
Beginning of Year 4			\$215,000	\$215,000	\$10,750

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$196,567
 - $A = \$9,650 = (\$20,000 - \$10,350)$
 - $B = 0.0504 = \$9,650 / (\$202,000 - \$10,350)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = \$196,567 = $\$207,000 \times (1 - 0.0504)$
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$196,567). The Protected Payment Base (\$196,567) remains the same and the Protected Payment Amount is reset to \$9,828 (5% x 196,567).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$196,567). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$10,750 (5% x \$215,000).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a Designated Life that is under the Lifetime Withdrawal Age
- Withdrawal percentage is 5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 5: Withdrawal Taken Prior to Lifetime Withdrawal Age

Contract Year	Designated Life Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	Under Lifetime Withdrawal Age	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	Under Lifetime Withdrawal Age			\$207,000	\$207,000	\$0
Beginning of Year 3	Under Lifetime Withdrawal Age			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	Under Lifetime Withdrawal Age			\$183,000	\$188,562	\$0
Activity	At Lifetime Withdrawal Age			\$178,000	\$188,562	\$9,428
Beginning of Year 5	Over Lifetime Withdrawal Age			\$185,000	\$188,562	\$9,428
Beginning of Year 6	Over Lifetime Withdrawal Age			\$215,000	\$215,000	\$10,750

- The Protected Payment Amount is equal to \$0 until the Designated Life reaches the Lifetime Withdrawal Age.
- Since the withdrawal of \$30,000 is taken prior to the Lifetime Withdrawal Age in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$
 - $B = 0.1429 = \$30,000 / \$210,000$; $\$210,000 = \text{contract value prior to the } \$30,000 \text{ withdrawal}$
 - $\text{Protected Payment Base} = \$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - $\text{Protected Payment Base} = \$190,000 = \$220,000 - \$30,000$
 - Since \$188,562 is less than \$190,000, the Protected Payment Base is reduced to \$188,562
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value (\$183,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) remains the same. Also, the Protected Payment Amount remains at \$0 since the Designated Life has not reached the Lifetime Withdrawal Age.
- During Contract Year 4, the Designated Life attains the Lifetime Withdrawal Age. At this time, the Protected Payment Amount is set to \$9,428 ($5.0\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value (\$185,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) and Protected Payment Amount (\$9,428) remain the same.
- An automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$188,562). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$10,750 ($5\% \times \$215,000$).

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

GUARANTEED WITHDRAWAL BENEFIT X RIDER – JOINT LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page		Page
Rider Specifications	2	Application of Rider Provisions	7
Definition of Terms	3	Annuitization	7
Guaranteed Withdrawal Benefit X Rider –		Continuation of Rider if Surviving Spouse	
Joint Life	3	Continues Contract	7
Rider Eligibility	4	Ownership and Beneficiary Changes	7
Annual Charge	4	Termination of Rider	8
Change in Annual Charge	5	Rider Effective Date	8
Initial Values	5	Sample Calculations	9
Subsequent Purchase Payments	5	Appendix A – Summary of Investment	
Limitation on Subsequent Purchase Payments	5	Allocation Requirements	12
Withdrawal of Protected Payment Amount	5		
Withdrawals Exceeding Protected			
Payment Amount	6		
Withdrawals Taken Prior to the Lifetime			
Withdrawal Age	6		
Withdrawals to Satisfy Required Minimum			
Distribution (“RMD”)	6		
Depletion of Contract Value	7		
Automatic Reset	7		

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.50% (0.625% quarterly)]

Minimum Annual Charge: [0.60% (0.150% quarterly)]

Maximum Annual Charge: [2.50% (0.625% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	2.50% (0.625% quarterly)]
[2.00%] to less than [4.00%]	2.00% (0.500% quarterly)]
[4.00%] and greater	1.50% (0.375% quarterly)]

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Maximum Age: [85]

Initial Protected Payment Base maximum without Home Office Approval: [\$1,000,000]

Lifetime Withdrawal Age: [59 ½]

Withdrawal Percentage: Determined by the age of the youngest Designated Life at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
Before age 59 ½	0%
[59 ½ and older]	[4.5%]

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions.

Designated Lives (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

(a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or

(b) meet the following two conditions:

(i) remain the spouse of the other Designated Life; and

(ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the youngest Designated Life is younger than the Lifetime Withdrawal Age as shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the youngest Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to the applicable amount shown in the Rider Specifications multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Spouse – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of the deceased Owner, or the surviving spouse of the Annuitant in the case of a custodial owned IRA or TSA.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit X Rider – Joint Life – You have purchased a Guaranteed Withdrawal Benefit X Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets of the Protected Payment Base.

Rider Eligibility – This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
 - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
 - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is 85 years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Owner/Annuitant is a Designated Life except for custodial owned IRA or TSA; and
- (e) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocations in the future.

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The initial Annual Charge, the Minimum Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarter will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than death of the sole surviving Designated Life, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of death of the sole surviving Designated Life, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge in the following cases:

- (a) the quarter in which the full annuitization of the Contract occurs;
- (b) beginning with the quarter after the Contract Value is zero.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Rider Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The maximum initial Protected Payment Base without Home Office approval is shown in the Rider Specifications.

Subsequent Purchase Payments – Purchase Payments accepted after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to the Lifetime Withdrawal Age (as shown in the Rider Specifications) – If a withdrawal is taken and the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution (“RMD”) – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on the previous year-end fair market value of this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is greater than or equal to the Lifetime Withdrawal age shown in the Contract Specifications.

The Company reserves the right to modify or eliminate the **Withdrawals to Satisfy Required Minimum Distribution ("RMD")** provision if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If the Company exercises this right, we will provide notice to the Owner.

Depletion of Contract Value – If the youngest Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) the death benefit amount is \$0.

If the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

We will provide you with confirmation of each automatic reset.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on withdrawals, the deduction of quarterly charges and any future Reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only or Joint Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only or Joint Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

Ownership and Beneficiary Changes – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations and changes in marital status may adversely affect the benefits of this Rider.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

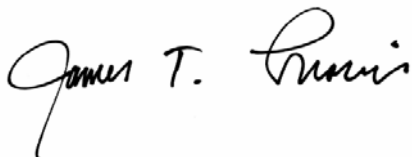
- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the date of death of all Designated Lives eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- (d) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the Spousal Continuation provision;
- (e) the date of death of the first Designated Life eligible for lifetime benefits, if both Designated Lives are Joint Owners and there has been a change in marital status;
- (f) the day the Contract is terminated in accordance with the provisions of the Contract;
- (g) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (h) the Annuity Date;
- (i) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (j) the day that the Contract Value is reduced to zero as a result of a withdrawal and the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Contract Specifications.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

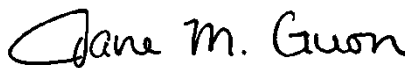
Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer]



Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED WITHDRAWAL BENEFIT X RIDER – JOINT LIFE

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life has reached the Lifetime Withdrawal Age
- Withdrawal Percentage of 4.5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$202,000	\$200,000	\$9,000
Beginning of Year 2			\$207,000	\$207,000	\$9,315

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 4.5% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$9,315 (4.5% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$202,000	\$200,000	\$9,000
Beginning of Year 2			\$207,000	\$207,000	\$9,315
Activity		\$5,000	\$204,000	\$207,000	\$4,315
Beginning of Year 3			\$205,000	\$207,000	\$9,315
Beginning of Year 4			\$215,000	\$215,000	\$9,675

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.

- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$9,315 (4.5% x 207,000).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$9,675 (4.5% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$202,000	\$200,000	\$9,000
Beginning of Year 2			\$207,000	\$207,000	\$9,315
Activity		\$20,000	\$182,000	\$195,512	\$0
Beginning of Year 3			\$192,000	\$195,512	\$8,798
Beginning of Year 4			\$215,000	\$215,000	\$9,675

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$196,567
 - $A = \$10,685 = (\$20,000 - \$9,315)$
 - $B = 0.0555 = \$10,685 / (\$202,000 - \$9,315)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = \$195,512 = \$207,000 x (1 – 0.0555)
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$195,512). The Protected Payment Base (\$195,512) remains the same and the Protected Payment Amount is reset to \$8,798 (4.5% x 195,512).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$195,512). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$9,675 (4.5% x \$215,000).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is under the Lifetime Withdrawal Age
- Withdrawal Percentage of 4.5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 5: Withdrawal Taken Prior to Lifetime Withdrawal Age

Contract Year	Youngest Designated Life Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	Under Lifetime Withdrawal Age	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	Under Lifetime Withdrawal Age			\$207,000	\$207,000	\$0
Beginning of Year 3	Under Lifetime Withdrawal Age			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	Under Lifetime Withdrawal Age			\$183,000	\$188,562	\$0
Activity	At Lifetime Withdrawal Age			\$178,000	\$188,562	\$8,485
Beginning of Year 5	Over Lifetime Withdrawal Age			\$185,000	\$188,562	\$8,485
Beginning of Year 6	Over Lifetime Withdrawal Age			\$215,000	\$215,000	\$9,675

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches the Lifetime Withdrawal Age.
- Since the withdrawal of \$30,000 is taken prior to the Lifetime Withdrawal Age in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$
 - $B = 0.1429 = \$30,000 / \$210,000$; $\$210,000 = \text{contract value prior to the } \$30,000 \text{ withdrawal}$
 - $\text{Protected Payment Base} = \$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - $\text{Protected Payment Base} = \$190,000 = \$220,000 - \$30,000$
 - Since \$188,562 is less than \$190,000, the Protected Payment Base is reduced to \$188,562
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value (\$183,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) remains the same. Also, the Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached the Lifetime Withdrawal Age.
- During Contract Year 4, the youngest Designated Life attains the Lifetime Withdrawal Age. At this time, the Protected Payment Amount is set to \$8,485 ($4.5\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value (\$185,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) and Protected Payment Amount (\$8,485) remain the same.
- An automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$188,562). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$9,675 ($4.5\% \times \$215,000$).

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

GUARANTEED WITHDRAWAL BENEFIT XI RIDER – SINGLE LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page		Page
Rider Specifications	2	Withdrawals to Satisfy Required Minimum	
Definition of Terms.....	3	Distribution... ..	6
Guaranteed Withdrawal Benefit XI Rider –		Death Benefit Amount Adjustment.....	6
Single Life	3	Depletion of Contract Value.....	6
Rider Eligibility	4	Automatic Reset	7
Annual Charge.....	4	Application of Rider Provisions.....	7
Change in Annual Charge	4	Annuitization	7
Initial Values	4	Termination of Rider	8
Subsequent Purchase Payments	5	Rider Effective Date.....	8
Limitation on Subsequent Purchase Payments.....	5	Sample Calculations	9
Withdrawal of Protected Payment Amount.....	5	Appendix A – Summary of Investment	
Withdrawals Exceeding Protected Payment		Allocation Requirements.....	13
Amount	5		
Withdrawals Taken Prior to the Lifetime			
Withdrawal Age.....	5		

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.00% (0.500% quarterly)]

Minimum Annual Charge: [0.50% (0.125% quarterly)]

Maximum Annual Charge: [2.00% (0.500% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	[2.00% (0.500% quarterly)]
[2.00%] to less than [4.00%]	[1.50% (0.375% quarterly)]
[4.00%] and greater	[1.00% (0.250% quarterly)]

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Maximum Age: [85]

Initial Protected Payment Base maximum without Home Office Approval: [\$1,000,000]

Lifetime Withdrawal Age: [59 ½]

Withdrawal Percentage: Determined by the age of the Designated Life at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
Before age [59 ½]	[0%]
[59 ½ and older]	[5.0%]

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions.

Designated Life – The person upon whose life the benefits of this Rider are based. The Owner/Annuitant will be the Designated Life. For non-natural owned contracts, the youngest Annuitant will be the Designated Life. The Designated Life cannot be changed.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to the applicable amount shown in the Rider Specifications multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit XI Rider – Single Life – You have purchased a Guaranteed Withdrawal Benefit XI Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets of the Protected Payment Base.

Rider Eligibility - This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the age of the Designated Life is less than or equal to the Maximum Age shown in the Rider Specifications; and

- (b) except for Non-Natural Owners, the Owner and Annuitant is the same person; and
- (c) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA; and
- (d) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Joint Owners may not purchase this Rider.

Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocation requirements in the future.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The initial Annual Charge, the Minimum Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarter will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than death of a Designated Life or when a death benefit becomes payable under the contract, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of the Designated Life, or when a death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge in the following cases:

- (a) the quarter in which the full annuitization of the Contract occurs;
- (b) beginning with the quarter after the Contract Value is zero.

Change in Annual Charge - Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Rider Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The maximum initial Protected Payment Base without Home Office approval is shown in the Rider Specifications.

Subsequent Purchase Payments – Purchase Payments accepted after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to the Lifetime Withdrawal Age (as shown in the Rider Specifications) – If a withdrawal is taken and the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution (“RMD”) – No adjustment will be made to the Protected Payment Base if withdrawals made under this Rider exceed the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, and further subject to the following:

- you have authorized us to calculate and make periodic distribution of the annual RMD amount for the Calendar Year required based on the payment frequency you have chosen;
- the annual RMD amount is based on the previous year-end fair market value of this Contract only; and

- no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

The Company reserves the right to modify or eliminate the **Withdrawals to Satisfy Required Minimum Distribution ("RMD")** provision if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If the Company exercises this right, we will provide notice to the Owner.

Death Benefit Amount Adjustment – If a withdrawal, including an RMD withdrawal as described in the **Withdrawals to Satisfy Required Minimum Distribution** provision, does not exceed the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount by the amount of the withdrawal.

If a withdrawal, except an RMD withdrawal, exceeds the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount. This adjustment will occur immediately following the withdrawal according to the following calculation:

- Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- Determine ("B") where B equals the Contract Value immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal;
- Determine the ratio for proportionate reduction ("C") where C equals (A divided by B);
- Determine the new Death Benefit Amount which equals the greater of:
 - The Contract Value as of that day, minus any withdrawals that day; or
 - The aggregate Purchase Payments reduced by previous Death Benefit Amount Adjustments minus the Protected Payment Amount and then multiplied by (1-C).

This provision does not apply if 1) the Rider is terminated prior to the death of the Designated Life or when a death benefit becomes payable; or 2) you have an optional death benefit rider. If you have an optional death benefit rider, adjustments for withdrawals are made pursuant to the optional death benefit rider provisions.

Depletion of Contract Value – If the Designated Life was greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- the Protected Payment Amount will be paid each year until the day of the death of the Designated Life or when a death benefit becomes payable under the Contract. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- no additional Purchase Payments will be accepted under the Contract;
- the death benefit amount is \$0.

If the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

We will provide you with written confirmation of each automatic Reset.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Termination of Rider – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the date of the death of the Designated Life or when a Death Benefit becomes payable under the Contract;
- (c) the day the Contract is terminated in accordance with the provisions of the Contract;
- (d) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (e) the day that the Contract Value is reduced to zero as a result of a withdrawal and the Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications;
- (f) the Annuity Date;
- (g) the day we are notified of a change in ownership of a non-qualified Contract, excluding
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (b) above.

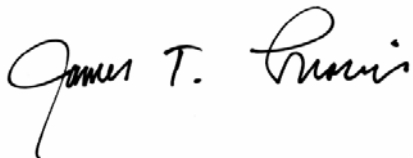
Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[

Handwritten signature of James T. Harris in black ink.

Chairman and Chief Executive Officer

Handwritten signature of Jane M. Guon in black ink.

Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED WITHDRAWAL BENEFIT XI RIDER – SINGLE LIFE

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a Designated Life who has reached the Lifetime Withdrawal Age
- Withdrawal percentage of 5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$202,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$10,350

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 5% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$10,350 (5% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$202,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$10,350
Activity		\$5,000	\$204,000	\$207,000	\$5,350
Beginning of Year 3			\$205,000	\$207,000	\$10,350
Beginning of Year 4			\$215,000	\$215,000	\$10,750

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$10,350 (5% x 207,000).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$10,750 (5% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$202,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$10,350
Activity		\$20,000	\$182,000	\$196,567	\$0
Beginning of Year 3			\$192,000	\$196,567	\$9,828
Beginning of Year 4			\$215,000	\$215,000	\$10,750

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$196,567
 - $A = \$9,650 = (\$20,000 - \$10,350)$
 - $B = 0.0504 = \$9,650 / (\$202,000 - \$10,350)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = \$196,567 = $\$207,000 \times (1 - 0.0504)$
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$196,567). The Protected Payment Base (\$196,567) remains the same and the Protected Payment Amount is reset to \$9,828 (5% x 196,567).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$196,567). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$10,750 (5% x \$215,000).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a Designated Life that is under the Lifetime Withdrawal Age
- Withdrawal percentage is 5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 5: Withdrawal Prior to Lifetime Withdrawal Age

Contract Year	Designated Life Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	Under Lifetime Withdrawal Age	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	Under Lifetime Withdrawal Age			\$207,000	\$207,000	\$0
Beginning of Year 3	Under Lifetime Withdrawal Age			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	Under Lifetime Withdrawal Age			\$183,000	\$188,562	\$0
Activity	At Lifetime Withdrawal Age			\$178,000	\$188,562	\$9,428
Beginning of Year 5	Over Lifetime Withdrawal Age			\$185,000	\$188,562	\$9,428
Beginning of Year 6	Over Lifetime Withdrawal Age			\$215,000	\$215,000	\$10,750

- The Protected Payment Amount is equal to \$0 until the Designated Life reaches the Lifetime Withdrawal Age.
- Since the withdrawal of \$30,000 is taken prior to the Lifetime Withdrawal Age in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$
 - $B = 0.1429 = \$30,000 / \$210,000$; $\$210,000 = \text{contract value prior to the } \$30,000 \text{ withdrawal}$
 - $\text{Protected Payment Base} = \$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - $\text{Protected Payment Base} = \$190,000 = \$220,000 - \$30,000$
 - Since \$188,562 is less than \$190,000, the Protected Payment Base is reduced to \$188,562
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value (\$183,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) remains the same. Also, the Protected Payment Amount remains at \$0 since the Designated Life has not reached the Lifetime Withdrawal Age.
- During Contract Year 4, the Designated Life attains the Lifetime Withdrawal Age. At this time, the Protected Payment Amount is set to \$9,428 ($5.0\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value (\$185,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) and Protected Payment Amount (\$9,428) remain the same.
- An automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$188,562). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$10,750 ($5\% \times \$215,000$).

Example #6 – Death Benefit Amount Adjustment for Withdrawal of Less than the Protected Payment Amount

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$5,000		\$100,000	\$100,000
2		\$5,000		\$80,000	\$100,000
Activity		\$0	\$3,000	\$77,000	\$97,000

- Due to the withdrawal of \$3,000 (which is less than the Protected Payment Amount) made in Contract Year 2, the Death Benefit Amount is reduced to \$97,000.
 - The Death Benefit Amount after a withdrawal that is less than the Protected Payment Amount = $A - B$, where:
 - $A = \$100,000$ = The Death Benefit Amount prior to the withdrawal
 - $B = \$3,000$ = The amount of the withdrawal
 - The Death Benefit Amount after the withdrawal of \$3,000 = $\$100,000 - \$3,000 = \$97,000$

Example #7 - Death Benefit Amount Adjustment for Withdrawal Exceeding the Protected Payment Amount

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$5,000		\$100,000	\$100,000
2		\$5,000		\$80,000	\$100,000
Activity		\$0	\$10,000	\$70,000	\$88,664

- Due to the withdrawal of \$10,000 that exceeded the Protected Payment Amount in Contract Year 2, the standard death benefit amount is reduced to \$88,664.
 - $A = \$5,000 = (\$10,000 - \$5,000)$
 - $B = \$75,000 = (\$80,000 - \$5,000)$; \$80,000 is Contract Value prior to \$10,000 withdrawal
 - $C = 0.0667 = (\$5,000 / (\$75,000))$
 - $D = \text{New Death Benefit Amount} = \$88,664 = \text{greater of:}$
 - \$70,000 (Contract Value as of that day, minus any withdrawals as of that day); or
 - $\$88,664 (\$100,000 - \$5,000) \times (1 - 0.0667)$

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment allocation models will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different investment option programs, which are maintained by us for use in combination with certain optional Riders that are available with our variable annuity contracts. The investment option programs described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. The investment option programs are asset allocation programs, which consist of the Edward Jones Sample Portfolios, Asset Allocation Strategies, and Custom Models. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate your Contract Value according to the following requirements:

- 1) 100% to one allowable Edward Jones Sample Portfolio, OR
- 2) 100% among the allowable Asset Allocation Strategies, OR
- 3) 100% among allowable investment options part of the Custom Models program.

Currently, the allowable Edward Jones Sample Portfolios, Asset Allocation Strategies, and Custom Models are as follows:

Edward Jones Sample Portfolios	Asset Allocation Strategies	Custom Models
Balanced: Growth & Income Balanced Toward Growth Growth Focus	Alliance Bernstein VPS Balanced Wealth Strategy BlackRock Global Allocation V.I. Fund Franklin Templeton VIP Founding Funds GE Investments Total Return Fund MFS Total Return Series. Pacific Dynamix Conservative Growth Pacific Dynamix Growth Pacific Dynamix Moderate Growth PIMCO Global Multi-Asset Portfolio Portfolio Optimization Aggressive-Growth Portfolio Optimization Conservative Portfolio Optimization Growth Portfolio Optimization Moderate Portfolio Optimization Moderate Conservative	Allowable investment options within various asset groups as described in the Custom Models section of this Appendix A.

1) Edward Jones Sample Portfolios

Edward Jones Sample Portfolios – The Edward Jones Sample Portfolios are asset allocation portfolios, each comprised of a selected combination of Investment Options. Currently, there are three (3) Edward Jones Sample Portfolios available for use in combination with certain optional Riders with our variable annuity contracts. The Investment Options that comprise the portfolios are selected in a manner intended to optimize returns for each portfolio, given a particular level of risk tolerance. The current portfolios and their investment categories are set out below.

Edward Jones Target Investment Categories					
Balanced: Growth & Income		Balanced Toward Growth		Growth Focus	
Income	50%	Income	35%	Income	20%
Growth & Income	30%	Growth & Income	35%	Growth & Income	40%
Growth	15%	Growth	25%	Growth	30%
Aggressive	5%	Aggressive	5%	Aggressive	10%
Shorter Investment Horizon Lower Risk Less Volatile			Longer Investment Horizon Higher Risk More Volatile		

Rebalancing – If an Edward Jones Sample Portfolio is selected for your investments, your Contract Value will be rebalanced on a quarterly basis to maintain the current allocations of your portfolio, since changes in the net asset values of the underlying portfolios in each model will alter your asset allocation over time.

- 2) **Custom Models** – The Custom Models program allows you, with the help of your financial professional, to create your own asset allocation model that will comply with the investment allocation requirements applicable to this Rider. You will create your own model using the requirements listed below.

To create your model, you may select investment options from the available Categories listed in the table below. You must allocate at least 25% of your Purchase Payment or Contract Value into each one of the available Categories. You may not allocate more than 15% of your Purchase Payment or Contract Value into any one Investment Option within Category A, B, or C. Category D is optional and you are not required to allocate any part of your Purchase Payment or Contract Value to this Category. If you choose to allocate your Purchase Payment or Contract Value to Category D, you are allowed to allocate more than 15% to any one Investment Option within Category D. Allocation percentages among the Categories must total 100%. The model you create will be automatically rebalanced on a quarterly basis.

Category A – Fixed-Income Portfolios	Category B – Domestic Equity Portfolios	Category C – International Equity and Sector Portfolios	Category D – Asset Allocation Strategies
Cash Management	Comstock	Emerging Markets	Alliance Bernstein VPS Balanced Wealth Strategy
Diversified Bond	Dividend Growth	International Large-Cap	BlackRock Global Allocation V.I. Fund
High Yield Bond	Equity Index	International Value	Franklin Templeton VIP Founding Funds
Inflation Managed	Focused 30	Real Estate	GE Investments Total Return Fund
Inflation Protected	Growth LT	International Small-Cap Mutual Global	MFS Total Return Series.
Managed Bond	Large-Cap Growth	Discovery Securities Fund	Pacific Dynamix Conservative Growth
Short Duration Bond	Large-Cap Value	International Core Equity Portfolio-VC	Pacific Dynamix Growth
Templeton Global Bond Securities Fund	Main Street® Core		Pacific Dynamix Moderate Growth
Total Return Portfolio-VC	Mid-Cap Equity		PIMCO Global Multi-Asset Portfolio
	Mid-Cap Growth		Portfolio Optimization Aggressive-Growth
	Mid-Cap Value		Portfolio Optimization Conservative
	Small-Cap Equity		Portfolio Optimization Growth
	Small-Cap Growth		Portfolio Optimization Moderate
	Small-Cap Index		Portfolio Optimization Moderate Conservative
	Small-Cap Value		
	Capital Appreciation V.I. Fund		
	MFS Value Series		
	MFS Investors Growth Stock Series		

3) Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[Pacific Dynamix Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

GUARANTEED WITHDRAWAL BENEFIT XI RIDER – JOINT LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page		Page
Rider Specifications	2	Application of Rider Provisions	7
Definition of Terms	3	Annuitization	8
Guaranteed Withdrawal Benefit XI Rider –		Continuation of Rider if Surviving Spouse	
Joint Life	3	Continues Contract	8
Rider Eligibility	4	Ownership and Beneficiary Changes	8
Annual Charge	4	Termination of Rider	8
Change in Annual Charge	5	Rider Effective Date	9
Initial Values	5	Sample Calculations	10
Subsequent Purchase Payments	5	Appendix A – Summary of Investment	
Limitation on Subsequent Purchase Payments	5	Allocation Requirements	14
Withdrawal of Protected Payment Amount	5		
Withdrawals Exceeding Protected			
Payment Amount	6		
Withdrawals Taken Prior to the Lifetime			
Withdrawal Age	6		
Withdrawals to Satisfy Required Minimum			
Distribution (“RMD”)	6		
Death Benefit Amount Adjustment	7		
Depletion of Contract Value	7		
Automatic Reset	7		

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.50% (0.625% quarterly)]

Minimum Annual Charge: [0.600% (0.150% quarterly)]

Maximum Annual Charge: [2.50% (0.625% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	2.50% (0.625% quarterly)]
[2.00%] to less than [4.00%]	2.00% (0.500% quarterly)]
[4.00%] and greater	1.50% (0.375% quarterly)]

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Maximum Age: [85]

Initial Protected Payment Base maximum without Home Office Approval: [\$1,000,000]

Lifetime Withdrawal Age: [59 ½]

Withdrawal Percentage: Determined by the age of the youngest Designated Life at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
Before age 59 ½	0%
[59 ½ and older]	[4.5%]

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions.

Designated Lives (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

(a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or

(b) meet the following two conditions:

(i) remain the spouse of the other Designated Life; and

(ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the youngest Designated Life is younger than the Lifetime Withdrawal Age as shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the youngest Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, the Protected Payment Amount on any day after the Rider Effective Date is equal to the applicable amount shown in the Rider Specifications multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Spouse – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of the deceased Owner, or the surviving spouse of the Annuitant in the case of a custodial owned IRA or TSA.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit XI Rider – Joint Life – You have purchased a Guaranteed Withdrawal Benefit XI Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets of the Protected Payment Base.

Rider Eligibility – This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
 - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
 - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is 85 years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Owner/Annuitant is a Designated Life except for custodial owned IRA or TSA; and
- (e) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocations in the future.

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The initial Annual Charge, the Minimum Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarter will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than death of the sole surviving Designated Life, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of death of the sole surviving Designated Life, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge in the following cases:

- (a) the quarter in which the full annuitization of the Contract occurs;
- (b) beginning with the quarter after the Contract Value is zero.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Rider Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The maximum initial Protected Payment Base without Home Office approval is shown in the Rider Specifications.

Subsequent Purchase Payments – Purchase Payments accepted after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to the Lifetime Withdrawal Age (as shown in the Rider Specifications) – If a withdrawal is taken and the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution (“RMD”) – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on the previous year-end fair market value of this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is greater than or equal to the Lifetime Withdrawal age shown in the Contract Specifications.

The Company reserves the right to modify or eliminate the **Withdrawals to Satisfy Required Minimum Distribution ("RMD")** provision if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If the Company exercises this right, we will provide notice to the Owner.

Death Benefit Amount Adjustment – If a withdrawal, including an RMD withdrawal as described in the **Withdrawals to Satisfy Required Minimum Distribution** provision, does not exceed the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount by the amount of the withdrawal.

If a withdrawal, except an RMD withdrawal, exceeds the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ("B") where B equals the Contract Value immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal;
- (c) Determine the ratio for proportionate reduction ("C") where C equals (A divided by B);
- (d) Determine the new Death Benefit Amount which equals the greater of:
 1. The Contract Value as of that day, minus any withdrawals that day; or
 2. The aggregate Purchase Payments reduced by previous Death Benefit Amount Adjustments minus the Protected Payment Amount and then multiplied by (1-C).

This provision does not apply if 1) the Rider is terminated prior to the death of a Designated Life or when a death benefit becomes payable; or 2) you have an optional death benefit rider. If you have an optional death benefit rider, adjustments for withdrawals are made pursuant to the optional death benefit rider provisions.

Depletion of Contract Value – If the youngest Designated Life is greater than or equal to the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) the death benefit amount is \$0.

If the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Rider Specifications, and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

We will provide you with confirmation of each automatic reset.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on

withdrawals, the deduction of quarterly charges and any future Reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only or Joint Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only or Joint Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

Ownership and Beneficiary Changes – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations and changes in marital status may adversely affect the benefits of this Rider.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day of death of all Designated Lives eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- (d) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the Spousal Continuation provision;
- (e) the day of death of the first Designated Life eligible for lifetime benefits, if both Designated Lives are Joint Owners and there has been a change in marital status;
- (f) the day the Contract is terminated in accordance with the provisions of the Contract;
- (g) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (h) the Annuity Date;
- (i) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (j) the day that the Contract Value is reduced to zero as a result of a withdrawal and the youngest Designated Life is younger than the Lifetime Withdrawal Age shown in the Contract Specifications.

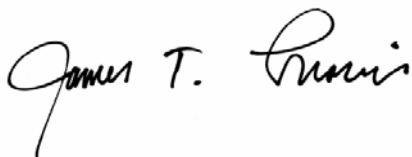
Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[

Handwritten signature of James T. Quinn in black ink.

Chairman and Chief Executive Officer

Handwritten signature of Jane M. Guon in black ink.

Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED WITHDRAWAL BENEFIT XI RIDER – JOINT LIFE

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life has reached the Lifetime Withdrawal Age
- Withdrawal percentage of 4.5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$202,000	\$200,000	\$9,000
Beginning of Year 2			\$207,000	\$207,000	\$9,315

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 4.5% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$9,315 (4.5% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$202,000	\$200,000	\$9,000
Beginning of Year 2			\$207,000	\$207,000	\$9,315
Activity		\$5,000	\$204,000	\$207,000	\$4,315
Beginning of Year 3			\$205,000	\$207,000	\$9,315
Beginning of Year 4			\$215,000	\$215,000	\$9,675

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.

- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$9,315 (4.5% x 207,000).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$9,675 (4.5% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$202,000	\$200,000	\$9,000
Beginning of Year 2			\$207,000	\$207,000	\$9,315
Activity		\$20,000	\$182,000	\$195,512	\$0
Beginning of Year 3			\$192,000	\$195,512	\$8,798
Beginning of Year 4			\$215,000	\$215,000	\$9,675

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$196,567
 - $A = \$10,685 = (\$20,000 - \$9,315)$
 - $B = 0.0555 = \$10,685 / (\$202,000 - \$9,315)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = \$195,512 = $\$207,000 \times (1 - 0.0555)$
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$195,512). The Protected Payment Base (\$195,512) remains the same and the Protected Payment Amount is reset to \$8,798 (4.5% x 195,512).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$195,512). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$9,675 (4.5% x \$215,000).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is under the Lifetime Withdrawal Age
- Withdrawal percentage of 4.5%
- Automatic resets are shown
- Investment returns are hypothetical

Example 5: Withdrawal Prior to Lifetime Withdrawal Age

Contract Year	Youngest Designated Life Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	Under Lifetime Withdrawal Age	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	Under Lifetime Withdrawal Age			\$207,000	\$207,000	\$0
Beginning of Year 3	Under Lifetime Withdrawal Age			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	Under Lifetime Withdrawal Age			\$183,000	\$188,562	\$0
Activity	At Lifetime Withdrawal Age			\$178,000	\$188,562	\$8,485
Beginning of Year 5	Over Lifetime Withdrawal Age			\$185,000	\$188,562	\$8,485
Beginning of Year 6	Over Lifetime Withdrawal Age			\$215,000	\$215,000	\$9,675

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches the Lifetime Withdrawal Age.
- Since the withdrawal of \$30,000 is taken prior to the Lifetime Withdrawal Age in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$
 - $B = 0.1429 = \$30,000 / \$210,000$; $\$210,000 = \text{contract value prior to the } \$30,000 \text{ withdrawal}$
 - $\text{Protected Payment Base} = \$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - $\text{Protected Payment Base} = \$190,000 = \$220,000 - \$30,000$
 - Since \$188,562 is less than \$190,000, the Protected Payment Base is reduced to \$188,562
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value (\$183,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) remains the same. Also, the Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached the Lifetime Withdrawal Age.
- During Contract Year 4, the youngest Designated Life attains the Lifetime Withdrawal Age. At this time, the Protected Payment Amount is set to \$8,485 ($4.5\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value (\$185,000) is less than the Protected Payment Base (\$188,562). The Protected Payment Base (\$188,562) and Protected Payment Amount (\$8,485) remain the same.
- An automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$188,562). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$9,675 ($4.5\% \times \$215,000$).

Example #6 – Death Benefit Amount Adjustment for Withdrawal of Less than the Protected Payment Amount

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$4,500		\$100,000	\$100,000
2		\$4,500		\$80,000	\$100,000
Activity		\$0	\$3,000	\$77,000	\$97,000

- Due to the withdrawal of \$3,000 (which is less than the Protected Payment Amount) made in Contract Year 2, the Death Benefit Amount is reduced to \$97,000.
 - The Death Benefit Amount after a withdrawal that is less than the Protected Payment Amount = $A - B$, where:
 - $A = \$100,000$ = The Death Benefit Amount prior to the withdrawal
 - $B = \$3,000$ = The amount of the withdrawal
 - The Death Benefit Amount after the withdrawal of \$3,000 = $\$100,000 - \$3,000 = \$97,000$

Example #7 - Death Benefit Amount Adjustment for Withdrawal Exceeding the Protected Payment Amount

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$4,500		\$100,000	\$100,000
2		\$4,500		\$80,000	\$100,000
Activity		\$0	\$10,000	\$70,000	\$88,548

- Due to the withdrawal of \$10,000 that exceeded the Protected Payment Amount in Contract Year 2, the standard death benefit amount is reduced to \$88,548.
 - $A = \$5,500 = (\$10,000 - \$4,500)$
 - $B = \$75,500 = (\$80,000 - \$4,500)$; \$80,000 is Contract Value prior to \$10,000 withdrawal
 - $C = 0.0728 = (\$5,500 / (\$75,500))$
 - $D = \text{New Death Benefit Amount} = \$88,548 = \text{greater of:}$
 - \$70,000 (Contract Value as of that day, minus any withdrawals as of that day); or
 - $\$88,548 (\$100,000 - \$4,500) \times (1 - 0.0728)$

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment allocation models will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different investment option programs, which are maintained by us for use in combination with certain optional Riders that are available with our variable annuity contracts. The investment option programs described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. The investment option programs are asset allocation programs, which consist of the Edward Jones Sample Portfolios, Asset Allocation Strategies, and Custom Models. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate your Contract Value according to the following requirements:

- 1) 100% to one allowable Edward Jones Sample Portfolio, OR
- 2) 100% among the allowable Asset Allocation Strategies, OR
- 3) 100% among allowable investment options part of the Custom Models program.

Currently, the allowable Edward Jones Sample Portfolios, Asset Allocation Strategies, and Custom Models are as follows:

Edward Jones Sample Portfolios	Asset Allocation Strategies	Custom Models
Balanced: Growth & Income Balanced Toward Growth Growth Focus	Alliance Bernstein VPS Balanced Wealth Strategy BlackRock Global Allocation V.I. Fund Franklin Templeton VIP Founding Funds GE Investments Total Return Fund MFS Total Return Series. Pacific Dynamix Conservative Growth Pacific Dynamix Growth Pacific Dynamix Moderate Growth PIMCO Global Multi-Asset Portfolio Portfolio Optimization Aggressive-Growth Portfolio Optimization Conservative Portfolio Optimization Growth Portfolio Optimization Moderate Portfolio Optimization Moderate Conservative	Allowable investment options within various asset groups as described in the Custom Models section of this Appendix A.

1) Edward Jones Sample Portfolios

Edward Jones Sample Portfolios – The Edward Jones Sample Portfolios are asset allocation portfolios, each comprised of a selected combination of Investment Options. Currently, there are three (3) Edward Jones Sample Portfolios available for use in combination with certain optional Riders with our variable annuity contracts. The Investment Options that comprise the portfolios are selected in a manner intended to optimize returns for each portfolio, given a particular level of risk tolerance. The current portfolios and their investment categories are set out below.

Edward Jones Target Investment Categories					
Balanced: Growth & Income		Balanced Toward Growth		Growth Focus	
Income	50%	Income	35%	Income	20%
Growth & Income	30%	Growth & Income	35%	Growth & Income	40%
Growth	15%	Growth	25%	Growth	30%
Aggressive	5%	Aggressive	5%	Aggressive	10%
Shorter Investment Horizon Lower Risk Less Volatile			Longer Investment Horizon Higher Risk More Volatile		

Rebalancing – If an Edward Jones Sample Portfolio is selected for your investments, your Contract Value will be rebalanced on a quarterly basis to maintain the current allocations of your portfolio, since changes in the net asset values of the underlying portfolios in each model will alter your asset allocation over time.

- 2) **Custom Models** – The Custom Models program allows you, with the help of your financial professional, to create your own asset allocation model that will comply with the investment allocation requirements applicable to this Rider. You will create your own model using the requirements listed below.

To create your model, you may select investment options from the available Categories listed in the table below. You must allocate at least 25% of your Purchase Payment or Contract Value into each one of the available Categories. You may not allocate more than 15% of your Purchase Payment or Contract Value into any one Investment Option within Category A, B, or C. Category D is optional and you are not required to allocate any part of your Purchase Payment or Contract Value to this Category. If you choose to allocate your Purchase Payment or Contract Value to Category D, you are allowed to allocate more than 15% to any one Investment Option within Category D. Allocation percentages among the Categories must total 100%. The model you create will be automatically rebalanced on a quarterly basis.

3) Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.

.



GUARANTEED WITHDRAWAL BENEFIT XIII RIDER

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page
Rider Specifications	2
Definition of Terms	3
Guaranteed Withdrawal Benefit Rider XIII	3
Rider Eligibility	4
Annual Charge	4
Change in Annual Charge	4
Initial Values	4
Subsequent Purchase Payments	4
Limitations on Subsequent Purchase Payments	5
Withdrawal of Protected Payment Amount	5
Withdrawals Exceeding Protected Payment Amount	5
Withdrawals to Satisfy Required Minimum Distribution (“RMD”)	5
Depletion of Contract Value	6
Automatic Reset	6
Owner-Elected Resets (Non-Automatic)	6
Application of Rider Provisions	6
Continuation of Rider if Surviving Spouse Continues Contract	6
Termination of Rider	7
Rider Effective Date	7
Sample Calculations	8
Appendix A – Summary of Investment Allocation Requirements	10

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Withdrawal Percentage: [7.0%]

Annual Charge: [2.75% (0.6875% quarterly)]

Minimum Annual Charge: [0.50% (0.125% quarterly)]

Maximum Annual Charge: [2.75% (0.6875% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	[2.75% (0.6875% quarterly)]
[2.00%] to less than [4.00%]	[2.25% (0.5625% quarterly)]
[4.00%] and greater	[1.50% (0.375% quarterly)]

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Maximum Age: [85]

Initial Protected Payment Base maximum without Home Office Approval: [\$1,000,000]

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider each Contract Year without reducing the Protected Payment Base. The Protected Payment Amount on any day on or after the Rider Effective Date is equal to the lesser of:

- (i) the Withdrawal Percentage shown in the Rider Specifications multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year; or
- (ii) the Remaining Protected Balance.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. Initially, this amount is equal to the Initial Purchase Payment, if this Rider is effective on the Contract Date; or the Contract Value, if this Rider is effective on a Contract Anniversary. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Remaining Protected Balance – The amount available for future withdrawals made under this Rider. The Remaining Protected Balance will never be less than zero. THE REMAINING PROTECTED BALANCE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Reset – An increase or decrease in the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value, determined as of a Reset Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit Rider XIII – You have purchased a Guaranteed Withdrawal Benefit XIII Rider. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero; and
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein; and
- (c) provides for annual Automatic Resets or Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance.

Rider Eligibility - This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary (if available), provided:

- a) the age of each Owner and Annuitant is less than or equal to the Maximum Age shown in the Rider Specifications on the date of purchase; and
- b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA; and
- c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to the Appendix A attached to this Rider.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly Basis. The initial Annual Charge, the Minimum Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The annual charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Variable Investment Options on a proportionate basis relative to the Account Value in each such Variable Investment Option.

If this Rider terminates on a Quarterly Rider Anniversary, the charge for the prior Quarter will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than when a death benefit becomes payable under the Contract, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or when a death benefit becomes payable under the Contract, any charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge in the following cases:

- the quarter during which full annuitization of the Contract occurs;
- beginning with the quarter after the Contract Value is zero.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Rider Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Initial Values – The Protected Payment Base and Remaining Protected Balance are initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base and Remaining Protected Balance are equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The maximum initial Protected Payment Base without Home Office approval is shown in the Rider Specifications.

Subsequent Purchase Payments – Subsequent Purchase Payments accepted after the Rider Effective Date will result in an increase to the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may make cumulative withdrawals up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero or until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged. The Remaining Protected Balance will decrease by the withdrawal amount immediately following the withdrawal.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution (“RMD”)** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to the withdrawal, we will reduce the Protected Payment Base and Remaining Protected Balance. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine the ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals the Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B). The Protected Payment Base will never be less than zero;
- (d) For each withdrawal taken during the Contract Year, determine the new Remaining Protected Balance which equals the lesser of:
 1. (Remaining Protected Balance immediately prior to the withdrawal less the Protected Payment Amount) multiplied by (1 minus B); or
 2. The Remaining Protected Balance immediately prior to the withdrawal, minus the total withdrawal amount.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals to Satisfy Required Minimum Distribution (“RMD”) – No adjustment will be made to the Protected Payment Base if withdrawals made under this Rider exceed the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions, and further subject to the following:

- you have authorized us to calculate and make periodic distribution of the annual RMD amount for the Calendar Year required based on the payment frequency you have chosen;
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only; and
- no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

The Company reserves the right to modify or eliminate the **Withdrawals to Satisfy Required Minimum Distribution (“RMD”)** provision if there is any change to the Internal Revenue Code or IRS rules relating

to required minimum distributions, including the issuance of relevant IRS guidance. If the Company exercises this right, we will provide notice to the Owner.

Depletion of Contract Value – If a withdrawal does not exceed the Protected Payment Amount immediately prior to such withdrawal, and the Contract Value is reduced to zero, the following will apply:

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually, until the Remaining Protected Balance is reduced to zero;
- no additional Purchase Payments will be accepted under the Contract;
- any Remaining Protected Balance will not be available for payment in a lump sum or may not be applied to provide payments under an Annuity Option; and
- the Contract will cease to provide any death benefit.

If a withdrawal that exceeds the Protected Payment Amount reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base and Remaining Protected Balance if the Contract Value on that Contract Anniversary is greater than the Protected Payment Base by at least \$1.00.

The Protected Payment Base and Remaining Protected Balance will be reset to an amount equal to 100% of the Contract Value.

We will provide you with confirmation of each Automatic Reset.

Owner-Elected Resets (Non-Automatic) – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value as of that Contract Anniversary.

On each Reset Date we will set the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60) days] after the Contract Anniversary on which the Reset is effective. This option may result in a reduction in the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount. We will provide you with confirmation of each Owner-Elected Reset (Non-Automatic).

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Continuation of Rider if Surviving Spouse Continues Contract – This Rider terminates when a death benefit becomes payable under the contract. If the surviving spouse elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue, unless otherwise terminated.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

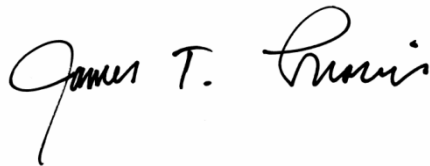
- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day the Remaining Protected Balance is reduced to zero;
- (c) the day we are notified of a change in ownership of a non-qualified Contract, excluding:
 - i. changes in ownership to or from certain trusts; or
 - ii. adding or removing the Owner's spouse to the Contract
- (d) when a death benefit becomes payable under the contract;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the Annuity Date; or
- (g) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED WITHDRAWAL BENEFIT XIII RIDER

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

Assumptions for examples 1-4:

- Rider purchased at Contract issue by a 65-year old
- Withdrawal percentage is 7%
- Automatic Resets are shown
- Investment returns are hypothetical
- Subsequent Purchase Payments occur on the last day of the Contract Year
- Withdrawals occur on the last day of the Contract Year

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$7,000	\$100,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$7,000	\$100,000
Activity	\$100,000		\$200,000	\$200,000	\$14,000	\$200,000
Beginning of Year 2			\$207,000	\$207,000	\$14,490	\$207,000

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base and Remaining Protected Balance are increased by the amount of the purchase payment.
- The Protected Payment Base and Remaining Protected Balance are stepped up to the Contract Value of \$207,000 at the beginning of Contract Year 2. The Protected Payment Amount (\$14,490) is adjusted to equal 7% of the new Protected Payment Base.

Example 3: Withdrawals of Less than the Protected Amount

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$7,000	\$100,000
Activity	\$100,000		\$200,000	\$200,000	\$14,000	\$200,000
Beginning of Year 2			\$207,000	\$207,000	\$14,490	\$207,000
Activity		\$10,000	\$211,490	\$207,000	\$4,490	\$197,000
Beginning of Year 3			\$211,490	\$211,490	\$14,804	\$211,490

- Since a compliant withdrawal takes place in Contract Year 2, the Protected Payment Base remains the same and the Remaining Protected Balance is reduced by the amount of the withdrawal to \$4,490.
- The Protected Payment Base and Remaining Protected Balance are reset to the Contract Value of \$211,490 at the beginning of Contract Year 3. The Protected Payment Amount (\$14,804) is adjusted to equal 7% of the new Protected Payment Base.

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$7,000	\$100,000
Activity	\$100,000		\$200,000	\$200,000	\$14,000	\$200,000
Beginning of Year 2			\$207,000	\$207,000	\$14,490	\$207,000
Activity		\$30,000	\$191,490	\$191,495	\$0	\$177,000
Beginning of Year 3			\$191,490	\$191,495	\$13,404	\$177,000
Beginning of Year 4			\$204,894	\$204,894	\$14,342	\$204,894

- Due to the non-compliant withdrawal of \$30,000 made in Contract Year 2, the Protected Payment Base is reduced to \$191,495 and the Remaining Protected Balance is reduced to \$177,000.
 - $A = \$15,510 = (\$30,000 - \$14,490)$
 - $B = 0.0749 = (\$15,510 / (\$221,490 - \$14,490))$
 - $PPB = \$191,495 = \$207,000 \times (1 - 0.0749)$
 - $RPB = \$177,000 = \text{lesser of:}$
 - $\$178,091 = (\$207,000 - \$14,490) \times (1 - 0.0749); \text{ or}$
 - $\$177,000 = (\$207,000 - \$30,000)$
 - At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$13,404 ($7\% \times \$191,495$)
- An Automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$204,894) is higher than the Protected Payment Base (\$191,495). This resets the Protected Payment Base and Remaining Protected Balance to \$204,894. Also, the Protected Payment Amount increases to \$14,342 ($7\% \times \$204,894$).

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

Pacific Life Insurance Company, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page
Rider Specifications.....	2
Definition of Terms	3
Guaranteed Minimum Accumulation Benefit Rider	3
Annual Charge.....	3
Change in Annual Charge	4
Guaranteed Protection Amount.....	4
Election of Step-Up in Guaranteed Protection Amount.....	4
Limitation on Subsequent Purchase Payments.....	4
Additional Amount	5
Continuation of Rider if Surviving Spouse Continues Contract.....	5
Termination of Rider	5
Rider Effective Date.....	5
Sample Calculations.....	6
Appendix A – Summary of Investment Allocation Requirements.....	7

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.25% (0.5625% quarterly)]

Maximum Annual Charge: [2.25% (0.5625% quarterly)]

Minimum Annual Charge: [0.50% (0.125% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	[2.25% (0.5625% quarterly)]
[2.00%] to less than [4.00%]	[2.00% (0.500% quarterly)]
[4.00%] and greater	[1.75% (0.4375% quarterly)]

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Initial Guaranteed Protection Amount maximum without Home Office Approval: [\$1,000,000]

Maximum Age: [85]

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the third (3rd) anniversary of the Rider Effective Date on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Rider Effective Date or on a Step-Up Date, whichever is later.

Guaranteed Minimum Accumulation Benefit Rider – You have purchased a Guaranteed Minimum Accumulation Benefit Rider. Subject to the terms and conditions described herein, we will increase the Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided:

- a) the age of any Owner and Annuitant on the date of purchase is:
 - (i) the Maximum Age as shown in the Rider Specifications or younger; and
 - (ii) at least 10 years younger than the Maximum Annuitization age as specified in your Contract; and
- b) the Rider Effective Date is at least ten (10) years prior to the Annuity Date.

For the Contract Value to be increased to the Guaranteed Protection Amount at the end of the Term, the entire Contract Value must be invested for the entire Term according to the investment allocation requirements applicable to this Rider.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis from the Variable Investment Options, on a proportionate basis relative to the Account Value in each such Variable Investment Option. The initial Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than when a death benefit becomes payable under the Contract, we will prorate the charge. The prorated amount will be based on the Guaranteed Protection Amount as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates because a death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the quarter in which full annuitization of the Contract occurs.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Contract Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Contract Value at the start of the Term;
- (b) is 100% of each subsequent Purchase Payment paid to the Contract during the first year of the Term; and
- (c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Contract Value is equal to the Initial Purchase Payment; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Contract Value is calculated as of that Contract Anniversary or that Step-Up Date.

The Initial Guaranteed Protection Amount may not exceed the Guaranteed Protection Amount maximum without Home Office approval as shown in the Rider Specifications.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the third (3rd) Contract Anniversary of the Rider Effective Date and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Contract Value as of the Step-Up Date.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect:

- (a) another Step-Up may not be elected until on or after the third (3rd) Contract Anniversary of the latest Step-Up Date; and
- (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

We will not permit a Step-Up if the new ten (10) year Term will extend beyond the maximum Annuity Date specified under the Contract.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, a death benefit becomes payable under the Contract, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – This Rider terminates when a death benefit becomes payable under the Contract during the Term. If the surviving spouse elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

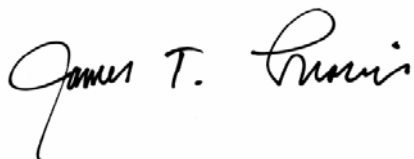
- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day we receive notification from you to terminate this Rider;
- (c) the day we are notified of a change in ownership of a non-qualified Contract, excluding:
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract;
- (d) when a death benefit becomes payable under the Contract;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the date a full withdrawal of the amount available for withdrawal is made under the Contract; or
- (g) the Annuity Date.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

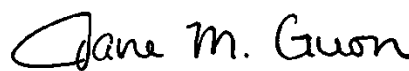
All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

Assumptions:

- Initial purchase payment = \$100,000.
- Rider effective date = Contract date.
- Positive net investment returns in years 1 through 5, negative net investment returns in years 6 through 13.
- Subsequent purchase payments and withdrawals occur on the last day of the Contract Year.
- A subsequent purchase payment of \$20,000 is received in Contract Year 1, and a subsequent purchase payment of \$10,000 is received in Contract Year 3.
- A withdrawal of \$10,000 is taken during Contract Year 7.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value after Transaction	Guaranteed Protection Amount	Amount Added to the Contract Value
1	\$100,000		\$100,000	\$100,000	
Activity	\$20,000		\$127,000	\$120,000	
2			\$127,000	\$120,000	
3			\$135,890	\$120,000	
Activity	\$10,000		\$155,402	\$120,000	
4			\$155,402	\$120,000	
Step-Up (New Term Begins)			\$155,402	\$155,402	
5			\$166,280	\$155,402	
6			\$177,919	\$155,402	
7			\$165,465	\$155,402	
Activity		\$10,000	\$143,882	\$145,300	
8			\$143,882	\$145,300	
9			\$133,810	\$145,300	
10			\$124,443	\$145,300	
11			\$115,732	\$145,300	
12			\$107,631	\$145,300	
13			\$100,097	\$145,300	
14			\$93,090	\$145,300	\$52,210

- On the rider effective date, the Guaranteed Protection Amount is set to equal the initial purchase payment of \$100,000.
- During Contract Year 1, an additional purchase payment of \$20,000 was made. Since this purchase payment was made during the first Contract Year, the Guaranteed Protection Amount is increased by the \$20,000 to \$120,000.
- During Contract Year 3, an additional purchase payment of \$10,000 was made. However, this purchase payment will not increase the Guaranteed Protection Amount because it was not made during the first Contract Year (or the first year of the term).
- On the 4th Contract Anniversary, an optional Step-Up was elected. The Step-Up resets the Guaranteed Protection Amount equal to the Contract Value of \$155,402 as of that Contract Anniversary.
- During Contract Year 7, a withdrawal of \$10,000 was made. This withdrawal reduces the Guaranteed Protection amount on a pro rata basis. The withdrawal of \$10,000 is divided by the Contract Value before the withdrawal of \$153,882. The result of 6.5% is multiplied by the Guaranteed Protection Amount before the withdrawal of \$155,402 resulting in the new Guaranteed Protection amount of \$145,300.
- At the beginning of Contract Year 14 (end of the 10-year term), the Contract Value of \$93,090 is less than the Guaranteed Protection Amount of \$145,300. Therefore, \$52,210 (\$145,300 - \$93,090) is added to the Contract Value, and the Rider terminates.

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER (For Pacific Portfolios)

Pacific Life Insurance Company, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page
Rider Specifications.....	2
Definition of Terms	3
Guaranteed Minimum Accumulation Benefit Rider	3
Annual Charge.....	3
Change in Annual Charge	4
Guaranteed Protection Amount.....	4
Election of Step-Up in Guaranteed Protection Amount.....	4
Limitation on Subsequent Purchase Payments	5
Additional Amount	5
Continuation of Rider if Surviving Spouse Continues Contract.....	5
Termination of Rider	5
Rider Effective Date.....	6
Sample Calculations.....	7
Appendix A – Summary of Investment Allocation Requirements.....	8

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.25% (0.5625% quarterly)]

Maximum Annual Charge: [2.25% (0.5625% quarterly)]

Minimum Annual Charge: [0.50% (0.125% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	2.25% (0.5625% quarterly)
[2.00%] to less than [4.00%]	2.00% (0.5000% quarterly)
[4.00%] and greater	1.75% (0.4375% quarterly)

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Initial Guaranteed Protection Amount maximum without Home Office Approval: [\$1,000,000]

Maximum Age: [85]

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Adjusted Contract Value – As of the end of any Business Day, the Adjusted Contract Value is equal to the Contract Value, **less** any Guaranteed Interest Option Value.

Contract Value – As of the end of any Business Day, the Contract Value is equal to:

- (a) the Variable Account Value; **plus**
- (b) the Fixed Option Value; **plus**
- (c) the DCA Plus Fixed Option Value; **plus**
- (d) the Guaranteed Interest Option Value; **plus**
- (e) the Loan Account Value.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Adjusted Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the third (3rd) anniversary of the Rider Effective Date on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Rider Effective Date or on a Step-Up Date, whichever is later.

Guaranteed Minimum Accumulation Benefit Rider – You have purchased a Guaranteed Minimum Accumulation Benefit Rider. Subject to the terms and conditions described herein, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided:

- a) the age of any Owner and Annuitant on the date of purchase is:
 - (i) the Maximum Age as shown in the Rider Specifications or younger; and
 - (ii) 10 years or younger than the Maximum Annuitization age as specified in your Contract; and
- b) the Rider Effective Date is at least ten (10) years prior to the Annuity Date.

For the Adjusted Contract Value to be increased to the Guaranteed Protection Amount at the end of the Term, the entire Contract Value must be invested for the entire Term according to the investment allocation requirements applicable to this Rider. Please refer to the Appendix A attached to this Rider.

~~We will provide you with an annual report that lists the Guaranteed Protection Amount.~~

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis from the Investment Options, except the DCA Plus Fixed Option, on a proportionate basis relative to the Account Value in each such Investment Option. The initial Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than when a death benefit becomes payable under the Contract, we will prorate the charge. The prorated amount will be based on the Guaranteed Protection Amount as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates because a death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the quarter in which full annuitization of the Contract occurs.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Contract Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Adjusted Contract Value at the start of the Term;
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term and allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; and
- (c) is a pro rata adjustment for withdrawals made from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Adjusted Contract Value immediately prior to the withdrawal.

For purposes of determining the Adjusted Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Adjusted Contract Value is equal to the portion of the Initial Purchase Payment allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Adjusted Contract Value is calculated as of that Contract Anniversary or that Step-Up Date.

The Initial Guaranteed Protection Amount may not exceed the Guaranteed Protection Amount maximum without Home Office approval as shown in the Rider Specifications.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the third (3rd) Contract Anniversary of the Rider Effective Date and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Adjusted Contract Value as of the Step-Up Date.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect:

- a) another Step-Up may not be elected until on or after the third (3rd) Contract Anniversary of the latest Step-Up Date; and
- b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

We will not permit a Step-Up if the new ten (10) year Term will extend beyond the maximum Annuity Date specified under the Contract.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Adjusted Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Adjusted Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the death of an Owner occurs, or a death benefit is payable under the Contract, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Adjusted Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – This Rider terminates when a death benefit becomes payable under the Contract during the Term. If the surviving spouse elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

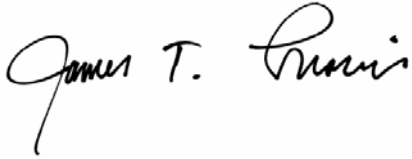
- (a) the day any portion of the Contract Value is no longer invested according to the Investment Allocation Requirements applicable to this Rider;
- (b) the day we receive notification from you to terminate this Rider;
- (c) the day we are notified of a change in ownership of a non-qualified Contract, excluding:
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract;
- (d) when a death benefit becomes payable under the Contract;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the date a full withdrawal of the amount available for withdrawal is made under the Contract; or
- (g) the Annuity Date.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

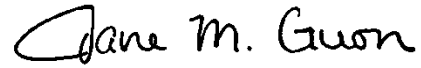
All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[

Handwritten signature of James T. Quinn in black ink.

Chairman and Chief Executive Officer

Handwritten signature of Jane M. Guon in black ink.

Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

Assumptions:

- Initial purchase payment = \$100,000 applied to the Variable Investment Options.
- Rider effective date = Contract date.
- Positive net investment return in years 1 through 5, Negative net investment return in years 6 through 13.
- Subsequent purchase payments and withdrawals occur on the last day of the Contract Year.
- A subsequent purchase payment of \$20,000 is received in Contract Year 1, and a subsequent purchase payment of \$10,000 is received in Contract Year 3.
- A withdrawal of \$10,000 is taken during Contract Year 7.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value after Transaction	Guaranteed Protection Amount	Amount Added to the Contract Value
1	\$100,000		\$100,000	\$100,000	
Activity	\$20,000		\$127,000	\$120,000	
2			\$127,000	\$120,000	
3			\$135,890	\$120,000	
Activity	\$10,000		\$155,402	\$120,000	
4			\$155,402	\$120,000	
Step-Up (New Term Begins)			\$155,402	\$155,402	
5			\$166,280	\$155,402	
6			\$177,919	\$155,402	
7			\$165,465	\$155,402	
Activity		\$10,000	\$143,882	\$145,300	
8			\$143,882	\$145,300	
9			\$133,810	\$145,300	
10			\$124,443	\$145,300	
11			\$115,732	\$145,300	
12			\$107,631	\$145,300	
13			\$100,097	\$145,300	
14			\$93,090	\$145,300	\$52,210

- On the rider effective date, the Guaranteed Protection Amount is set to equal the initial purchase payment of \$100,000.
- During Contract Year 1, an additional purchase payment of \$20,000 was made. Since this purchase payment was made during the first Contract Year, the Guaranteed Protection Amount is increased by the \$20,000 to \$120,000.
- During Contract Year 3, an additional purchase payment of \$10,000 was made. However, this purchase payment will not increase the Guaranteed Protection Amount because it was not made during the first Contract Year (or the first year of the 10-year Term).
- On the 4th Contract Anniversary, an optional Step-Up was elected. The Step-Up resets the Guaranteed Protection Amount equal to the Contract Value of \$155,402 as of that Contract Anniversary.
- During Contract Year 7, a withdrawal of \$10,000 was made. This withdrawal reduces the Guaranteed Protection amount on a pro rata basis. The withdrawal of \$10,000 is divided by the Contract Value before the withdrawal of \$153,882. The result of 6.5% is multiplied by the Guaranteed Protection Amount before the withdrawal of \$155,402 resulting in the new guaranteed Protection amount of \$145,300.
- At the beginning of Contract Year 14 (end of the 10-year Term), the Contract Value of \$93,090 is less than the Guaranteed Protection Amount of \$145,300. Therefore, \$52,210 (\$145,300 - \$93,090) is added to the Contract Value, and the Rider terminates.

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager® 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

**GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER
(For Pacific Portfolios)**

Pacific Life Insurance Company, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page
Rider Specifications.....	2
Definition of Terms	3
Guaranteed Minimum Accumulation Benefit Rider	3
Annual Charge.....	3
Change in Annual Charge	4
Guaranteed Protection Amount.....	4
Election of Step-Up in Guaranteed Protection Amount.....	4
Limitation on Subsequent Purchase Payments	5
Additional Amount	5
Continuation of Rider if Surviving Spouse Continues Contract.....	5
Termination of Rider	5
Rider Effective Date.....	6
Sample Calculations.....	7
Appendix A – Summary of Investment Allocation Requirements.....	8

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.25% (0.5625% quarterly)]

Maximum Annual Charge: [2.25% (0.5625% quarterly)]

Minimum Annual Charge: [0.50% (0.125% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	2.25% (0.5625% quarterly)
[2.00%] to less than [4.00%]	2.00% (0.5000% quarterly)
[4.00%] and greater	1.75% (0.4375% quarterly)

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Initial Guaranteed Protection Amount maximum without Home Office Approval: [\$1,000,000]

Maximum Age: [85]

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Adjusted Contract Value – As of the end of any Business Day, the Adjusted Contract Value is equal to the Contract Value, **less** any Guaranteed Interest Option Value.

Contract Value – As of the end of any Business Day, the Contract Value is equal to:

- (a) the Variable Account Value; **plus**
- (b) the Fixed Option Value; **plus**
- (c) the DCA Plus Fixed Option Value; **plus**
- (d) the Guaranteed Interest Option Value; **plus**
- (e) the Loan Account Value.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Adjusted Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the third (3rd) anniversary of the Rider Effective Date on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Rider Effective Date or on a Step-Up Date, whichever is later.

Guaranteed Minimum Accumulation Benefit Rider – You have purchased a Guaranteed Minimum Accumulation Benefit Rider. Subject to the terms and conditions described herein, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided:

- a) the age of any Owner and Annuitant on the date of purchase is:
 - (i) the Maximum Age as shown in the Rider Specifications or younger; and
 - (ii) 10 years or younger than the Maximum Annuitization age as specified in your Contract; and
- b) the Rider Effective Date is at least ten (10) years prior to the Annuity Date.

For the Adjusted Contract Value to be increased to the Guaranteed Protection Amount at the end of the Term, the entire Contract Value must be invested for the entire Term according to the investment allocation requirements applicable to this Rider. Please refer to the Appendix A attached to this Rider.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis from the Investment Options, except the DCA Plus Fixed Option, on a proportionate basis relative to the Account Value in each such Investment Option. The initial Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than when a death benefit becomes payable under the Contract, we will prorate the charge. The prorated amount will be based on the Guaranteed Protection Amount as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates because a death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the quarter in which full annuitization of the Contract occurs.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Contract Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Adjusted Contract Value at the start of the Term;
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term and allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; and
- (c) is a pro rata adjustment for withdrawals made from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Adjusted Contract Value immediately prior to the withdrawal.

For purposes of determining the Adjusted Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Adjusted Contract Value is equal to the portion of the Initial Purchase Payment allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Adjusted Contract Value is calculated as of that Contract Anniversary or that Step-Up Date.

The Initial Guaranteed Protection Amount may not exceed the Guaranteed Protection Amount maximum without Home Office approval as shown in the Rider Specifications.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the third (3rd) Contract Anniversary of the Rider Effective Date and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Adjusted Contract Value as of the Step-Up Date.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect:

- a) another Step-Up may not be elected until on or after the third (3rd) Contract Anniversary of the latest Step-Up Date; and
- b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

We will not permit a Step-Up if the new ten (10) year Term will extend beyond the maximum Annuity Date specified under the Contract.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Adjusted Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Adjusted Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the death of an Owner occurs, or a death benefit is payable under the Contract, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Adjusted Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – This Rider terminates when a death benefit becomes payable under the Contract during the Term. If the surviving spouse elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

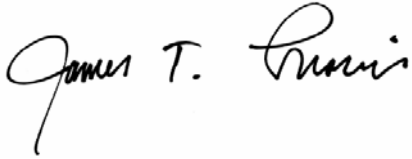
- (a) the day any portion of the Contract Value is no longer invested according to the Investment Allocation Requirements applicable to this Rider;
- (b) the day we receive notification from you to terminate this Rider;
- (c) the day we are notified of a change in ownership of a non-qualified Contract, excluding:
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract;
- (d) when a death benefit becomes payable under the Contract;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the date a full withdrawal of the amount available for withdrawal is made under the Contract; or
- (g) the Annuity Date.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

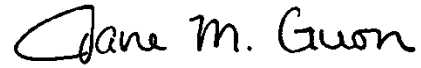
All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[

Handwritten signature of James T. Quinn in black ink.

Chairman and Chief Executive Officer

Handwritten signature of Jane M. Guon in black ink.

Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

Assumptions:

- Initial purchase payment = \$100,000 applied to the Variable Investment Options.
- Rider effective date = Contract date.
- Positive net investment return in years 1 through 5, Negative net investment return in years 6 through 13.
- Subsequent purchase payments and withdrawals occur on the last day of the Contract Year.
- A subsequent purchase payment of \$20,000 is received in Contract Year 1, and a subsequent purchase payment of \$10,000 is received in Contract Year 3.
- A withdrawal of \$10,000 is taken during Contract Year 7.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value after Transaction	Guaranteed Protection Amount	Amount Added to the Contract Value
1	\$100,000		\$100,000	\$100,000	
Activity	\$20,000		\$127,000	\$120,000	
2			\$127,000	\$120,000	
3			\$135,890	\$120,000	
Activity	\$10,000		\$155,402	\$120,000	
4			\$155,402	\$120,000	
Step-Up (New Term Begins)			\$155,402	\$155,402	
5			\$166,280	\$155,402	
6			\$177,919	\$155,402	
7			\$165,465	\$155,402	
Activity		\$10,000	\$143,882	\$145,300	
8			\$143,882	\$145,300	
9			\$133,810	\$145,300	
10			\$124,443	\$145,300	
11			\$115,732	\$145,300	
12			\$107,631	\$145,300	
13			\$100,097	\$145,300	
14			\$93,090	\$145,300	\$52,210

- On the rider effective date, the Guaranteed Protection Amount is set to equal the initial purchase payment of \$100,000.
- During Contract Year 1, an additional purchase payment of \$20,000 was made. Since this purchase payment was made during the first Contract Year, the Guaranteed Protection Amount is increased by the \$20,000 to \$120,000.
- During Contract Year 3, an additional purchase payment of \$10,000 was made. However, this purchase payment will not increase the Guaranteed Protection Amount because it was not made during the first Contract Year (or the first year of the 10-year Term).
- On the 4th Contract Anniversary, an optional Step-Up was elected. The Step-Up resets the Guaranteed Protection Amount equal to the Contract Value of \$155,402 as of that Contract Anniversary.
- During Contract Year 7, a withdrawal of \$10,000 was made. This withdrawal reduces the Guaranteed Protection amount on a pro rata basis. The withdrawal of \$10,000 is divided by the Contract Value before the withdrawal of \$153,882. The result of 6.5% is multiplied by the Guaranteed Protection Amount before the withdrawal of \$155,402 resulting in the new guaranteed Protection amount of \$145,300.
- At the beginning of Contract Year 14 (end of the 10-year Term), the Contract Value of \$93,090 is less than the Guaranteed Protection Amount of \$145,300. Therefore, \$52,210 (\$145,300 - \$93,090) is added to the Contract Value, and the Rider terminates.

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds[®] Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager[®] 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	Riders		
Project Name/Number:	Riders/20-1254		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Certs.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
20-1258 1259 SOV.pdf			
SOV for R1254.pdf			
SOV for R1263.pdf			

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
20-1256	Guaranteed Withdrawal Benefit XII Rider – Single Life
20-1257	Guaranteed Withdrawal Benefit XII Rider – Joint Life
20-1258	Guaranteed Withdrawal Benefit X Rider – Single Life
20-1259	Guaranteed Withdrawal Benefit X Rider – Joint Life
20-1260	Guaranteed Withdrawal Benefit XI Rider – Single Life
20-1261	Guaranteed Withdrawal Benefit XI Rider – Joint Life
20-1263	Guaranteed Withdrawal Benefit XIII Rider
20-1254	Guaranteed Minimum Accumulation Benefit Rider
20-1255	Guaranteed Minimum Accumulation Benefit Rider

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

January 8 2013
Date

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
20-1256	Guaranteed Withdrawal Benefit XII Rider – Single Life
20-1257	Guaranteed Withdrawal Benefit XII Rider – Joint Life
20-1258	Guaranteed Withdrawal Benefit X Rider – Single Life
20-1259	Guaranteed Withdrawal Benefit X Rider – Joint Life
20-1260	Guaranteed Withdrawal Benefit XI Rider – Single Life
20-1261	Guaranteed Withdrawal Benefit XI Rider – Joint Life
20-1263	Guaranteed Withdrawal Benefit XIII Rider
20-1254	Guaranteed Minimum Accumulation Benefit Rider
20-1255	Guaranteed Minimum Accumulation Benefit Rider

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

January 8, 2013

Date

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number Form Description

20-1256	Guaranteed Withdrawal Benefit XII Rider – Single Life
20-1257	Guaranteed Withdrawal Benefit XII Rider – Joint Life
20-1258	Guaranteed Withdrawal Benefit X Rider – Single Life
20-1259	Guaranteed Withdrawal Benefit X Rider – Joint Life
20-1260	Guaranteed Withdrawal Benefit XI Rider – Single Life
20-1261	Guaranteed Withdrawal Benefit XI Rider – Joint Life

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced riders.

20-1256 Guaranteed Withdrawal Benefit XII Rider – Single Life

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
2	Rider Specifications	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 50 and 70 years old.
2	Protected Payment Amount	<p>The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 50 and 70 years old.</p> <p>The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 4%. The range will be between 3.0% and 10.00%.</p>
2	Guaranteed Withdrawal Benefit X Rider – Single Life	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 90 years old.
3	Annual Charge	The annual charge percentages may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge will range between a Minimum Annual Charge of between 0.10%-0.60% and a Maximum Annual Charge of between 0.50%-1.50%. Any quarterly increase will be subject to a quarterly increase limit. The current quarterly increase limit is .50%. The range for this limit will be between .25%-75%.
3	Determinants of the Annual Charge	<p>The current measuring rate ranges for the 10 Year Treasury will be shown. The measuring ranges will be between 0.00%-9.50%, 0.25%-9.75% and 0.50%-10.00%, respectively. The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.50%-1.50%, 0.30%-1.25% and 0.10%-1.00%, respectively</p> <p>The current months that the rate is calculated will be shown.</p>
3	Initial Protected Payment Base maximum without Home Office Approval	The current amount will be shown. The range for this amount will be between \$250,000-\$10,000,00.
5	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.

7	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
7	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
11	Asset Allocation Strategies, & Custom Models	The current allowable investment options for use with this rider are shown. We may add or delete investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the future.

20-1257 Guaranteed Withdrawal Benefit XII Rider – Joint Life

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
2	Rider Specifications	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 50 and 70 years old.
3	Protected Payment Amount	<p>The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 50 and 70 years old.</p> <p>The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 4%. The range will be between 3.0% and 10.00%.</p>
3	Eligibility	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 90 years old.
3	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge will range between a Minimum Annual Charge of between 0.30%-0.70% and a Maximum Annual Charge of between 0.80%-2.00%. Any quarterly increase will be subject to a quarterly increase limit. The current quarterly increase limit is .50%. The range for this limit will be between 0.25%-0.75%.
3	Determinants of the Annual Charge	<p>The current measuring rate ranges for the 10 Year Treasury will be shown. The ranges will be between 0.00%-9.50%, 0.25-9.75% and 0.50%-10.00%, respectively.</p> <p>The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.80%-2.00%, 0.55%-1.75% and 0.30%-1.50%, respectively.</p> <p>The current months that the rate is calculated will be shown.</p>
3	Initial Protected Payment Base maximum without Home Office Approval	The current amount will be shown. The range for this amount will be between \$250,000-\$10,000,00.
6	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract

		owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
11	Asset Allocation Strategies, & Custom Models	The current allowable investment options for use with this rider are shown. We may add or delete investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the future.

20-1258

Guaranteed Withdrawal Benefit X Rider – Single Life

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
2	Rider Specifications - Withdrawals Taken Prior to Age 59 ½	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 50 and 90 years old.
2	Protected Payment Amount	<p>The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 50 and 70 years old.</p> <p>The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 5%. The range will be between 3.0% and 10.00%.</p>
2	Guaranteed Withdrawal Benefit X Rider – Single Life	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 90 years old.
3	Annual Charge	The annual charge percentages may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge will range between a Minimum Annual Charge of between 0.30%-0.70% and a Maximum Annual Charge of between 0.80%-2.50%. Any quarterly increase will be subject to a quarterly increase limit. The current quarterly increase limit is .50%. The range for this limit will be between .25%-75%.
3	Determinants of the Annual Charge	<p>The current measuring rate ranges for the 10 Year Treasury will be shown. The measuring ranges will be between 0.00%-9.50%, 0.25%-9.75% and 0.50%-10.00%, respectively.</p> <p>The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.80%-2.50%, 0.55%-2.00% and .30%-1.50%, respectively.</p> <p>The current months that the rate is calculated will be shown.</p>
3	Initial Protected Payment Base maximum without Home Office Approval	The current amount will be shown. The range for this amount will be between \$250,000-\$10,000,00.
5	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
7	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
7	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.

11	Asset Allocation Strategies, & Custom Models	The current allowable investment options for use with this rider are shown. We may add or delete investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the future.

20-1259 Guaranteed Withdrawal Benefit X Rider – Joint Life

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
2	Rider Specifications - Withdrawals Taken Prior to Age 59 ½	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 55 and 65 years old.
3	Protected Payment Amount	<p>The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 50 and 70 years old.</p> <p>The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 4.5%. The range will be between 3.0% and 9.00%.</p>
3	Eligibility	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 85 years old.
3	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge will range between a Minimum Annual Charge of between 0.40%-0.80% and a Maximum Annual Charge of between 0.90%-3.00%. Any quarterly increase will be subject to a quarterly increase limit. The current quarterly increase limit is .50%. The range for this limit will be between 0.25%-0.75%.
3	Determinants of the Annual Charge	<p>The current measuring rate ranges for the 10 Year Treasury will be shown. The ranges will be between 0.00%-9.50%, 0.25-9.75% and 0.50%-10.00%, respectively.</p> <p>The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.90%-3.00%, 0.65%-2.50% and 0.40%-2.00%, respectively.</p> <p>The current months that the rate is calculated will be shown.</p>
3	Initial Protected Payment Base maximum without Home Office Approval	The current amount will be shown. The range for this amount will be between \$250,000-\$10,000,00.
5	Withdrawals To Satisfy Required Minimum Distribution	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 70 years old.
6	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
11	Asset Allocation Strategies, &	The current allowable investment options for use with this rider are

	Custom Models	shown. We may add or delete investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the future.

20-1260 **Guaranteed Withdrawal Benefit XI Rider – Single Life**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
1	Rider Specifications - Withdrawals Taken Prior to Age 59 ½	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 50 and 70 years old.
2	Protected Payment Amount	<p>The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 50 and 70 years old.</p> <p>The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 5%. The range will be between 3.0% and 9.00%.</p>
2	Guaranteed Withdrawal Benefit X Rider – Single Life	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 85 years old.
3	Annual Charge	The annual charge percentages may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge will range between a Minimum Annual Charge of between 0.30%-0.70% and a Maximum Annual Charge of between 0.80%-2.50%. Any quarterly increase will be subject to a quarterly increase limit. The current quarterly increase limit is .50%. The range for this limit will be between .25%-75%.
3	Determinants of the Annual Charge	<p>The current measuring rate ranges for the 10 Year Treasury will be shown. The measuring ranges will be between 0.00%-9.50%, 0.25%-9.75% and 0.50%-10.00%, respectively.</p> <p>The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.80%-2.50%, 0.55%-2.00% and .30%-1.50%, respectively.</p> <p>The current months that the rate is calculated will be shown.</p>
3	Initial Protected Payment Base maximum without Home Office Approval	The current amount will be shown. The range for this amount will be between \$250,000-\$10,000,00
5	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
7	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
7	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
11	Asset Allocation Strategies, & Custom Models	The current allowable investment options for use with this rider are shown. We may add or delete investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the

		future.
--	--	---------

20-1261

Guaranteed Withdrawal Benefit XI Rider – Joint Life

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
1	Rider Specifications – Withdrawals Taken Prior to Age 59 ½	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 50 and 70 years old.
3	Protected Payment Amount	<p>The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 50 and 70 years old.</p> <p>The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 4.5%. The range will be between 3.0% and 9.00%.</p>
3	Eligibility	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 85 years old.
3	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge will range between a Minimum Annual Charge of between 0.40%-0.80% and a Maximum Annual Charge of between 0.90%-3.00%. Any quarterly increase will be subject to a quarterly increase limit. The current quarterly increase limit is .50%. The range for this limit will be between 0.25%-0.75%.
3	Determinants of the Annual Charge	<p>The current measuring rate ranges for the 10 Year Treasury will be shown. The ranges will be between 0.00%-9.50%, 0.25-9.75% and 0.50%-10.00%, respectively.</p> <p>The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.90%-3.00%, 0.65%-2.50% and 0.40%-2.00%, respectively.</p> <p>The current months that the rate is calculated will be shown.</p>
3	Initial Protected Payment Base maximum without Home Office Approval	The current amount will be shown. The range for this amount will be between \$250,000-\$10,000,00
6	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
7	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age upon which lifetime withdrawal benefits can be taken is 59 ½. The range will be between 50 and 70 years old.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
11	Asset Allocation Strategies, & Custom Models	The current allowable investment options for use with this rider are shown. We may add or delete investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the future.

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number

Form Description

20-1254

Guaranteed Protection Advantage 3 II Rider

20-1255

Guaranteed Protection Advantage 3 II Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced forms.

20-1254 Guaranteed Protection Advantage 3 II Rider

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address and/or toll-free telephone numbers, the new information will be shown accordingly.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new issues or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is Will be shown. The annual charge range will be between a Minimum Annual Charge of between 0.25%-0.75% and a Maximum Annual Charge of between 0.75%-2.75%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 2.75%. Any quarterly increase will be subject to a quarterly increase limit. The current limit is .50%. The range will be between .25%-.75%.
3	Determinants of the Annual Charge	The current measuring rate ranges for the 10 Year Treasury will be shown. The measuring ranges will be between 0.00%-9.50%, 0.25-9.75% and 0.50%-10.00%, respectively. The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.75%-2.75%, 0.50%-2.50% and 0.25%-2.00%, respectively. The current months that the rate is calculated will be shown.
3	Maximum Age	The maximum annuitant age to purchase this rider may change for future issues of this rider. The range is between 55 and 90 years old.
3	Initial Guaranteed Protection amount maximum without Home Office approval	The current amount will be shown. The range will be between \$250,000-\$10,000,000.
4	Election of Step-Up in Guaranteed protection Amount	The number of days following a Contract Anniversary during which an Owner may Step-Up the Guaranteed Protection Amount for the above referenced rider may change in the future. The range will be between 30 and 90 days.
5	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
6	Asset Allocation Strategies	The available variable investment options available for use with this rider will be shown here. From time to time, we may add,

		change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.
7	Purchase Payment Allocations	The number of months in which transfers from allowable fixed-rate General Account Investment Options may change in the future. The range is between 6 and 24 months.

20-1255 Guaranteed Protection Advantage 3 II Rider

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address and/or toll-free telephone numbers, the new information will be shown accordingly.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new issues or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge range will be between a Minimum Annual Charge of between 0.25%-0.75% and a Maximum Annual Charge of between 0.75%-2.75%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 2.75%. Any quarterly increase will be subject to a quarterly increase limit. The current limit is .50%. The range will be between .25%-.75%.
3	Determinants of the Annual Charge	The current measuring rate ranges for the 10 Year Treasury will be shown. The measuring ranges will be between 0.00%-9.50%, 0.25-9.75% and 0.50%-10.00%, respectively. The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.75%-2.75%, 0.50%-2.50% and 0.25%-2.00%, respectively. The current months that the rate is calculated will be shown.
3	Initial Guaranteed Protection amount maximum without Home Office approval	The current amount will be shown. The range will be between \$250,000-\$10,000,000.
4-5	Election of Step-Up in Guaranteed protection Amount	The number of days following a Contract Anniversary during which an Owner may Step-Up the Guaranteed Protection Amount for the above referenced rider may change in the future. The range will be between 30 and 90 days.
5	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
6	Asset Allocation Strategies	The available variable investment options available for use with this rider will be shown here. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.
7	Purchase Payment Allocations	The number of months in which transfers from allowable fixed-rate General Account Investment Options may change in the future. The range is between 6 and 24 months.

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number

Form Description

20-1263

Income Access II Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced form.

20-1263 Income Access II Rider

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address and/or toll-free telephone numbers, the new information will be shown accordingly.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new issues or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Withdrawal Percentage	The Withdrawal Percentage may change for new issues of the above referenced rider. The current Withdrawal Percentage is equal to 7.00%. The range will be from 3.00%-10.00%.
2	Annual Charges	The annual charges may change for new issues of the above referenced rider. The current annual charge percentage will be shown. The annual charge range will be between a Minimum Annual Charge of between 0.25%-0.75% and a Maximum Annual Charge of between 0.75%-3.00%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 3.00%. Any quarterly increase will be subject to a quarterly increase limit. The current limit is .50%. The range will be between 0.25%-0.75%.
3	Determinants of the Annual Charge	The current measuring rate ranges for the 10 Year Treasury will be shown. The measuring ranges will be between 0.00%-9.50%, 0.25-9.75% and 0.50%-10.00%, respectively. The current ranges that the Annual Charge cannot exceed will be shown. The ranges will be between 0.75%-3.00%, 0.50%-2.50% and 0.25%-2.25%, respectively The current months that the 10 Year Treasury rate is calculated will be shown.
3	Initial Protected Payment Base Maximum without Home Office Approval	The Initial Protected Payment Base Maximum without Home Office Approval will be as shown on the Rider Specifications. The amount may change for future issues of this Rider. The range for this amount will be between \$250,000-\$10,000,000.
3	Income Access II– Maximum Age	The maximum annuitant age to purchase this rider may change for future issues of this rider. The range is between 75 and 90 years old.
7	Owner-Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may elect a reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.

12	Asset Allocation Strategies	The available variable investment options for use with this rider will be shown here. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.
13	Purchase Payment Allocations	The number of months in which transfers from allowable fixed-rate General Account Investment Options may change in the future. The range is between 6 and 24 months.

SERFF Tracking #:

PACL-128824133

State Tracking #:

Company Tracking #:

20-1254

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: Riders

Project Name/Number: Riders/20-1254

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/08/2013	Replaced 01/22/2013	Form	Guaranteed Minimum Accumulation Benefit Rider	01/15/2013	20-1254 Generic GPA3 II.pdf (Superceded)
01/08/2013	Replaced 01/22/2013	Form	Guaranteed Minimum Accumulation Benefit Rider	01/15/2013	20-1255 Generic GPA3 II _Portfolios_.pdf



GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

Pacific Life Insurance Company, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

TABLE OF CONTENTS

	Page
Rider Specifications.....	2
Definition of Terms	3
Guaranteed Minimum Accumulation Benefit Rider	3
Annual Charge.....	3
Change in Annual Charge	4
Guaranteed Protection Amount.....	4
Election of Step-Up in Guaranteed Protection Amount.....	4
Limitation on Subsequent Purchase Payments.....	4
Additional Amount	5
Continuation of Rider if Surviving Spouse Continues Contract.....	5
Termination of Rider	5
Rider Effective Date.....	5
Sample Calculations.....	6
Appendix A – Summary of Investment Allocation Requirements.....	7

RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge: [2.25% (0.5625% quarterly)]

Maximum Annual Charge: [2.25% (0.5625% quarterly)]

Minimum Annual Charge: [0.50% (0.125% quarterly)]

Determinants of the Annual Charge:

If the 10 Year Treasury Rate* is:	The Annual Charge Cannot Exceed:
Less than [2.00%]	[2.25% (0.5625% quarterly)]
[2.00%] to less than [4.00%]	[2.00% (0.500% quarterly)]
[4.00%] and greater	[1.75% (0.4375% quarterly)]

** The rate is calculated in [March, June, September and December]. The rate is the monthly average of business days for these months as published by the Federal Reserve, or an equivalent if this rate is not available.*

The Annual Charge is guaranteed not to change until the first Contract Anniversary after the Rider Effective Date. For a complete description of the charges shown above, refer to the **Annual Charge** provision of this Rider.

Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may increase or decrease the Annual Charge subject to a [0.50%] Increase Limit from the previous Contract Anniversary, and the Maximum Annual Charge and the Annual Charge ranges shown above. The Annual Charge may decrease, subject to the Minimum Annual Charge shown above. For a complete description of how the Annual Charge can change, please refer to the **Change in Annual Charge** provision of this Rider.

Initial Guaranteed Protection Amount maximum without Home Office Approval: [\$1,000,000]

Maximum Age: [85]

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the third (3rd) anniversary of the Rider Effective Date on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Rider Effective Date or on a Step-Up Date, whichever is later.

Guaranteed Minimum Accumulation Benefit Rider – You have purchased a Guaranteed Minimum Accumulation Benefit Rider. Subject to the terms and conditions described herein, we will increase the Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided:

- a) the age of any Owner and Annuitant on the date of purchase is:
 - (i) the Maximum Age as shown in the Rider Specifications or younger; and
 - (ii) at least 10 years younger than the Maximum Annuitization age as specified in your Contract; and
- b) the Rider Effective Date is at least ten (10) years prior to the Annuity Date.

For the Contract Value to be increased to the Guaranteed Protection Amount at the end of the Term, the entire Contract Value must be invested for the entire Term according to the investment allocation requirements applicable to this Rider.

~~We will provide you with an annual statement that lists the Guaranteed Protection Amount.~~

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis from the Variable Investment Options, on a proportionate basis relative to the Account Value in each such Variable Investment Option. The initial Annual Charge and the Maximum Annual Charge are shown in the Rider Specifications.

The Annual Charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the current quarterly charge multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary for reasons other than when a death benefit becomes payable under the Contract, we will prorate the charge. The prorated amount will be based on the Guaranteed Protection Amount as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

If the Rider terminates because a death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the quarter in which full annuitization of the Contract occurs.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

Change in Annual Charge – Beginning on the first Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the Annual Charge. The new Annual Charge will remain in effect until the next Contract Anniversary.

The Annual Charge may increase or decrease. Any increase in the Annual Charge will not exceed the Increase Limit shown in the Contract Specifications per Contract Year, nor exceed the Maximum Annual Charge and Annual Charge ranges shown in the Rider Specifications. There is no limit on the amount by which the Annual Charge may decrease, subject to the Minimum Annual Charge shown in the Rider Specifications.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Contract Value at the start of the Term;
- (b) is 100% of each subsequent Purchase Payment paid to the Contract during the first year of the Term; and
- (c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Contract Value is equal to the Initial Purchase Payment; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Contract Value is calculated as of that Contract Anniversary or that Step-Up Date.

The Initial Guaranteed Protection Amount may not exceed the Guaranteed Protection Amount maximum without Home Office approval as shown in the Rider Specifications.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the third (3rd) Contract Anniversary of the Rider Effective Date and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Contract Value as of the Step-Up Date.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect:

- (a) another Step-Up may not be elected until on or after the third (3rd) Contract Anniversary of the latest Step-Up Date; and
- (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

We will not permit a Step-Up if the new ten (10) year Term will extend beyond the maximum Annuity Date specified under the Contract.

Limitation on Subsequent Purchase Payments – For the purposes of this Rider, we reserve the right to reject or restrict any subsequent Purchase Payments. If you previously purchased another living benefit rider for your Contract, subsequent Purchase Payments to your contract may already be restricted.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, a death benefit becomes payable under the Contract, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – This Rider terminates when a death benefit becomes payable under the Contract during the Term. If the surviving spouse elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

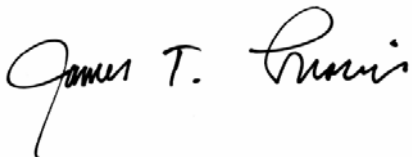
- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day we receive notification from you to terminate this Rider;
- (c) the day we are notified of a change in ownership of a non-qualified Contract, excluding:
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract;
- (d) when a death benefit becomes payable under the Contract;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the date a full withdrawal of the amount available for withdrawal is made under the Contract; or
- (g) the Annuity Date.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

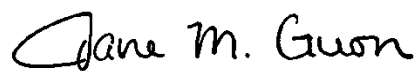
All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

RIDER SAMPLE CALCULATIONS – FOR ILLUSTRATION PURPOSES ONLY
GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

Assumptions:

- Initial purchase payment = \$100,000.
- Rider effective date = Contract date.
- Positive net investment returns in years 1 through 5, negative net investment returns in years 6 through 13.
- Subsequent purchase payments and withdrawals occur on the last day of the Contract Year.
- A subsequent purchase payment of \$20,000 is received in Contract Year 1, and a subsequent purchase payment of \$10,000 is received in Contract Year 3.
- A withdrawal of \$10,000 is taken during Contract Year 7.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value after Transaction	Guaranteed Protection Amount	Amount Added to the Contract Value
1	\$100,000		\$100,000	\$100,000	
Activity	\$20,000		\$127,000	\$120,000	
2			\$127,000	\$120,000	
3			\$135,890	\$120,000	
Activity	\$10,000		\$155,402	\$120,000	
4			\$155,402	\$120,000	
Step-Up (New Term Begins)			\$155,402	\$155,402	
5			\$166,280	\$155,402	
6			\$177,919	\$155,402	
7			\$165,465	\$155,402	
Activity		\$10,000	\$143,882	\$145,300	
8			\$143,882	\$145,300	
9			\$133,810	\$145,300	
10			\$124,443	\$145,300	
11			\$115,732	\$145,300	
12			\$107,631	\$145,300	
13			\$100,097	\$145,300	
14			\$93,090	\$145,300	\$52,210

- On the rider effective date, the Guaranteed Protection Amount is set to equal the initial purchase payment of \$100,000.
- During Contract Year 1, an additional purchase payment of \$20,000 was made. Since this purchase payment was made during the first Contract Year, the Guaranteed Protection Amount is increased by the \$20,000 to \$120,000.
- During Contract Year 3, an additional purchase payment of \$10,000 was made. However, this purchase payment will not increase the Guaranteed Protection Amount because it was not made during the first Contract Year (or the first year of the term).
- On the 4th Contract Anniversary, an optional Step-Up was elected. The Step-Up resets the Guaranteed Protection Amount equal to the Contract Value of \$155,402 as of that Contract Anniversary.
- During Contract Year 7, a withdrawal of \$10,000 was made. This withdrawal reduces the Guaranteed Protection amount on a pro rata basis. The withdrawal of \$10,000 is divided by the Contract Value before the withdrawal of \$153,882. The result of 6.5% is multiplied by the Guaranteed Protection Amount before the withdrawal of \$155,402 resulting in the new Guaranteed Protection amount of \$145,300.
- At the beginning of Contract Year 14 (end of the 10-year term), the Contract Value of \$93,090 is less than the Guaranteed Protection Amount of \$145,300. Therefore, \$52,210 (\$145,300 - \$93,090) is added to the Contract Value, and the Rider terminates.

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider.

Asset Allocation Strategies – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth
Pacific Dynamix Moderate Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
American Funds[®] Asset Allocation
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager[®] 60%
First Trust /Dow Jones Dividend & Income Allocation Portfolio
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Balanced
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur. You have ten (10) Business Days from the day the involuntary termination occurs to remedy the Rider termination by allocating your Purchase Payments or Contract Value to an allowable investment option.